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Publications

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Ontario, Legislative Assembly

Sessional papers

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I

SESSIONAL PAPERS.

VOLUME V.—PART III.

SECOND SESSION OF THE SECOND PARLIAMENT

OF THE

PROVINCE OF ONTARIO.

Session 1873.

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No. 18 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return of the names and residences of all persons appointed as Immigration Agents since December the 21st, 1871; the dates of their several appointments, the fees to be paid for their services, the names of the places to which they have been instructed to go, together with a copy of all instructions to such agents; also, all correspondence with the Dominion Government relating to Immigration, together with all Orders and Minutes in Council in respect to the same.

No 19 .... Copies of all Orders in Council appropriating the Railway Fund subsequent to the second of February, 1872.

No. 20 .... Copies of Correspondence and Orders in Council respecting the Midland Railway Company subsequent to the first of February, 1872; also, Supplementary Return.

No. 21 .... Copies of Correspondence and Orders in Council respecting the Northern Extension Railway Company subsequent to the nineteenth of February, 1872; also, Supplementary Return.

No. 22 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all correspondence since February, 1872, relating to the payment of a subsidy to the Southern Extension of the *Wellington*, *Grey* and *Bruce* Railway Company, and the *Toronto*, *Grey* and *Bruce* Railway Company, with copies of all Orders in Council respecting said Railways; also, Supplementary Return.

No. 23 .... Return to an Address to His Excellency the Lieutenant Governor, praying that His Excellency will cause to be laid before the House, copies of all correspondence between the Government and the *Canada* Car Company, and a copy of the contracts said to have been made between the Government and said Company, regarding the labour of convicts who may be confined in the Central Prison in course of erection at the City of *Toronto*; also, Supplementary Return.

No. 24 .... Return to an Address to His Excellency the Lieutenent-Governor, praying that His Excellency will cause to be laid before the House, copies of all reports from the Inspectors of Division Courts, touching the working and general condition of the officers of said Courts.

No. 25 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return of all sums paid by the Treasury Department to Railways, as Bonuses, within the last twelve months, specifying the Railways to which sums were paid, and the dates of such payments.

No. 26 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all Orders in Council, relating to the Law and Equity Commission; also, copies of all instructions to said Commission, and a memorandum of the costs and expenses attending such Commission.

No. 27 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all correspondence in reference to the Arbitration between *Ontario* and *Quebec.*

No. 28 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all correspondence (if any) in respect to the candidature, or intended, or supposed candidature, for a seat in the House of Commons of *Canada*, at the recent general election of members to serve in said House of Commons, of the Sheriff of the County of *Halton.*

No. 29 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a statement of the tariff of fees now paid to Constables, High Constables and Special Constables, for all and every service, both civil and criminal, which they are required to perform.

No. 30 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return stating concisely:—

1. The date of the establishment of the Normal and Model Schools in this Province.
2. The total outlay on capital account in respect of the said Schools, including the purchase of lands and every expenditure strictly chargeable to capital account.
3. The annual outlay since the establishing of the said Schools, including staff of teachers, superintendence, maintenance and every expenditure not charged in capital account.
4. The names of the persons in each year, with their places of residence, who have received instruction at the Normal School, with the view of fitting themselves for teaching in this Province, and the average number of them who have made and are still making teaching their profession and how many of such teachers are now teaching in the Province, and in what counties they are now teaching.
5. The average cost to the country, including interest at six per cent., in the said capital outlay for the training of each teacher who has made teaching in this Province a permanent occupation.

No 31 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return stating the number of scholars attending the Normal School for the purpose of qualifying as School Teachers for the years 1869, 1870, 1871, 1872, respectively; also, the largest number of pupils the present Normal School is capable of accommodating throughout a session thereof.

No. 32 .... Return to an Address to His Excellency the Lieutenant Governor, praying that His Excellency will cause to be laid before the House, copies of all Minutes and Orders in Council relating to the Agricultural College; the names of all persons appointed to inspect the several proposed sites for said College; the instructions given such persons, together with a memorandum of the expenses of such persons; also, a copy of the instructions given to Professor *Miles*, and of his report to the Government.

No. 33 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return of the number of first second and third class certificates granted to School Teachers during the year 1872; also, the number of persons who have made application for certificates and have been unable to obtain them during the same year.

No. 34 .... Return to an Address to His Excellency the Lieutenant Governor, praying that His Excellency will cause to be laid before the House, copies of all Orders in Council (if any), and correspondence (if any) in reference to the establishment in *Ontario* of any additional Normal Schools.

No. 35 .... Statement of the affairs of the *Gore* District Mutual Fire Insurance Company for the year 1872. (*Not printed.*)

No. 36 .... Returns, forwarded to the office of the Provincial Secretary, of all fees and emoluments received by the Registrars of *Ontario*, for the year 1872, madein accordance with the provisions of the Statutes of *Ontario*, 31 *Vic.*, c. 20, s. 74.

No. 37 .... Copies of all correspondence, not already brought down, between His Excellency and the Canadian Government; and between the Governments of *Ontario* and *Canada* touching any addresses of this House, or touching Immigration, or touching the Public Debt and Assets (in so far as the Public Debt and Assets are concerned).

No. 38 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all Orders in Council, and any correspondence, telegraphic and otherwise, upon the subject of or in reference to the arresting or delivering to justice of the murderer or murderers of the late *Thomas Scott*, of the Province of *Manitoba*, and in relation to the reward of $5,000 offered by the Government of *Ontario*, during the past year for his or their apprehension.

No. 39 .... Report of the Senate of the University of *Toronto* for the year 1871-2. (*Not printed.*)

No. 40 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return giving the names, places of residences, and emoluments of all Employees, permanent and temporary, appointed since 1st January, 1872, in the following offices:—Crown Lands Department, Public Works Department, Provincial Secretary's, Treasurer, Attorney-General, and Legislative Assembly.

No. 41 .... Statement of the expenses incurred in connection with the *Proton* outrage investigation, showing the names of the witnesses and the sum paid to each, the names of the reporters and the sums paid to each, and all other expenses incurred in consequence of the appointment of the *Proton* Outrage Committee; also, the authority under which the several payments were made.

No. 42 .... Copy of the Regulations of the Council of Public Instruction, and other instructions relating to the admission of pupils to the High Schools or Collegiate institutes.

2. A copy of the Order in Council suspending or disallowing these regulations, and a copy of any instructions issued by the Government to boards of trustees on this subject.
3. The number of pupils admitted to each High School and Collegiate Institute since the suspension of these regulations; the names of the schools and institutes, and of the examiners, and the subject on which the candidates were examined, the extent of the examination in the subjects, and the number of marks obtained by these pupils.
4. Copies of any reports to the Department, or to the Government in regard to the examinations and admissions from inspectors, trustees or other parties, and copies of any correspondence, or reports throwing light upon the operation of the law since the date of the suspension of the regulations on the subject.

No. 43 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House copies of all correspondence between the Government, or any Member thereof, and the *Canada* Central Railway Company, or any officer or agent thereof, relating to the claim of the said Company upon the Province of *Ontario*, for 12,000 acres per mile of the Railway of that Company constructed from *Carleton Place* to *Ottawa*, a distance of twenty-eight and-a-half miles, making in all 342,000 acres; with copies of the pleadings and judgments of the Court in the suit of the *Canada* Central Railway Company against the Queen, to compel the Crown to set apart and grant the said land to the said Company; also, Supplementary Returns (2).

No. 44 .... Copy of correspondence regarding the Boundary Line between the Province of *Ontario* and the North West Territory.

No. 45 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return of all lands sold or leased by the Government between the first day of December, 1871, and the present time, to Members of the House, or to any firm, or company in which any Member of the House was a partner; including mineral locations, and licenses to cut timber on the lands of the Crown; and also, all renewals of such licenses; also, Supplementary Return.

No. 46 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return of all correspondence between the Government and the Municipalities, or officers of the Municipalities interested in the Drainage Act, and all communications received by the Department of Agriculture, relating to the working of the present Drainage Act.

No. 47 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all Orders in Council, and all correspondence in reference to the Insurance with the Isolated Risk Insurance Company, or any other Insurance Company, of any of the Public Buildings of this Province.

No. 48 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a statement from the Registrar of the Court of Chancery shewing the average sum paid in Law Stamps in each suit, and on the average what percentage of such bills is disbursements; also, a like statement from the Clerk of the Crown in the Queen's Bench, and from the Clerk of the Crown in the Common Pleas; also, a return from the Deputy Clerks of the Crown and Clerks of the County Courts, stating the amount each has received from County Court fees and services, Surrogate Court fees and services, filing and searches, &c., *in re* chattel mortgages, and as salary, and for other services as Deputy Clerks of the Crown, and Clerks of Assize; and the number of writs of mesne process and other writs, including subpœnas in the Superior Courts of Law; and the number of records entered for trial, and the number of judgments entered for the year ending 31st December, 1872, without details, except as aforesaid.

No. 49 .... Report and Evidence of the Select Committee appointed in the session of 1871-2, to enquire into the conduct of J. W. Lewis at *Proton*, during the election for *South Grey*.

No. 50 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return showing the valuation of lot twenty-two in the tenth concession of the Township of *Windham*, in the County of *Norfolk;* the state of the lot as to clearing and improvements at the time of the valuation; the amount of reduction of principal and interest, if any made; the name of the person to whom the reduction was granted, and the manner in which he claimed the land; the name of the original locatee, and the original price of the land; the name of the valuator or inspector; the date of the valuation; copy of the Order in Council, or other authority (except the Act under which the reduction was made).

No. 51 .... Copies of correspondence and papers relating to the *Peterborough and Marmora* Railway and Mining Company.

No. 52 .... Copies of correspondence and papers relating to the *Port Whitby* and *Port Perry* Railway, subsequent to that printed in Sessional Papers of 1871-2.

No. 53 .... Copies of correspondence and papers relating to the *London, Huron*, and *Bruce* Railway, subsequent to that printed in Sessional Papers of 1871-2.

No. 54 .... Return to an Address presented to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a Return giving the number of Tavern and Shop Licenses issued during 1872, together with the name of the Township, Town and City wherein such licenses were issued, with the number of Licenses issued in each Township, Town, or City respectively within the Province, and the amount actually received by the Government in respect thereof.

No. 55 .... Copies of correspondence and papers relating to the *Port Dover* and *Lake Huron* Railway.

No. 56 .... Copies of Orders in Council appropriating the Railway Fund, subsequent to 27th January, 1873.

No. 57 .... Copies of papers respecting the *Prince Edward* County Railway's application for aid.

No. 58 .... Report of the Commissioner of Agriculture and Public Works for the Province of *Ontario*, on Public Works, for the year 1872.

No. 59 .... Statement of the affairs of the *Streetsville* Plank Road Company, for the year 1872. (*Not printed.*)

No. 60 .... Report of the Council of University College, for the year ended 31st December, 1872. (*Not printed.*)

No. 61 .... Return to an Address to His Excellency the Lieutenant Governor, praying that His Excellency will cause to be laid before the House, a statement showing:—

1. The number and concession of the several lots granted to the *Elgin* Association, in the Township of *Raleigh*, County of *Kent.*
2. The price originally agreed to be paid for each lot.
3. The amount actually paid and the times of payment.
4. The amount of principal and interest remitted to the said association.
5. Copies of all petitions, letters and papers to the Government asking for a reduction on the original price of said land.
6. Copies of all Orders in Council relating to the same.

No. 62 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House:—

1. Return of the names of all the persons to whom patents have been issued in the Townships of *Hagarty*, *Jones*, *Sherwood*, *Richards* and *Burns*, with the dates of the said respective patents.
2. The names of all persons to whom sales of lots in the said Townships have been made by the Crown, with the dates of said sales. (*Not printed.*)

No. 63 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a statement, under oath, to be furnished forthwith, under section eighteen of 13 and 14 *Victoria*, chap. 144, relating to the *Elgin* Association.

No. 64 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return from the Clerk of each County Court, shewing how many Civil Causes have, since the passage of the Law Reform Act of 1868, been tried in each year in this Province, at the various sittings of Assize and Nisi Prius, and at the various sittings of the County Court, for trials and assessments; distinguishing in such return between causes which have been tried by juries and those which have been tried by a judge; also showing how many causes have been tried before the Judges of the several County Courts, sitting to try causes without juries. (*Not printed.*)

No. 65 .... Copies of correspondence and papers relating to the *Credit Valley* Railway Company.

No. 66 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a statement shewing:—

1. The whole amount expended in each County for the administration of Criminal Justice, distinguishing the amount paid in connection with the common gaol from the rest of such expenses.
2. The whole amount received from the Government in each County, distinguishing the amount paid for the support of the gaol from the amount paid for other purposes
3. The amount paid to Sheriffs, Clerks of the Peace and Constables re spectively, by Government; also, the amount paid by the County.
4. The number of lock-up houses in each County, and the amount paid for the erection thereof.
5. The amount paid for the maintenance of the several lock-up houses in the respective Counties, including the salaries of the several keepers thereof.

No. 67 .... Copy of a Despatch from the Right Honourable the Secretary of State for the Colonies, covering a copy of a letter from the Adjutant-General to the Forces, in reference to the Ceremonies to be observed in the different Provinces of the Dominion at the opening and closing of the Legislature, and on other State occasions.

No. 68 .... Statement of the receipts and expenditures, assets and liabilities of the *Hastings* Mutual Fire Insurance Company, for the year ending 28th February, 1871. (*Not printed.*)

No. 69 . .. Statement of the affairs of the Economical Mutual Fire Insurance Company of *Berlin*, for the year 1872. (*Not printed.*)

No. 70 .... Statement of the affairs of the *South Easthope* Farmers' Mutual Fire Insurance Company for the year 1872. (*Not printed.*)

No. 71 .... Return of the *Ontario* Mutual Life Assurance Company for the year ending December the 1st, 1872. (*Not printed.*)

No. 72 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all correspondence between any member of the Executive Council of this Province and the Council of Public Instruction, the Chief Superintendent of Education, or other Member of the Council, since the passing of the Act, 35 *Victoria*, chap. 30, making temporary provision as to the regulations of the Council of Public Instruction, and since the date of the last return from the Education Department. (*Not printed.*)

No. 73 .... Statement of the affairs of the *Waterloo* County Mutual Fire Insurance Company, for the year ending 12th November, 1872. (*Not printed.*)

No. 74 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return of the names and residences of all persons appointed by the Government since December 21st, 1871, as Land Valuators; the date of their several appointments, and the fees and emoluments paid or to be paid such Valuators for their services

No. 75 .... Return to an Address to His Excellency the Lieutenant Governor, praying that His Excellency will cause to be laid before the House, a return of the amount realized from Lumber Dues, Sales of Timber Limits, and Licenses, and all other charges or revenue arising from Timber and Lumber in the *Muskoka*, *Parry Sound*, and *Algoma* Districts, respectively, collected and carried to the Revenue Account of the Province (*Canada* and *Ontario*), from the 1st of January, 1863, to 31st December, 1871; and designating the amounts collected from the several Townships therein respectively.

No. 76 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House,

1. A copy of the Order in Council passed on the 29th day of June, 1872, authorizing the sale of Timber on lands on the North Shore of Lake Superior at fifty cents per acre.
2. A copy of the advertisement, or notice to the public of such Order in Council.
3. A statement shewing when said notice was first published in the *Ontario Gazette*, and the names of any other newspapers in which the same was published; together with the date of the first publication in each paper.
4. A copy of each application made to the Crown Land Department to purchase land, or timber on lands affected by said Order in Council, together with the plan or description attached to or accompanying such application; the names of the applicants, the date of purchase, the amount paid, and the date of carrying out the sale.
5. The report of the Surveyor employed to lay out the Townships of *Blake*, *Crooks* and *Pardee*. (*Not Printed.*)

No. 77 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all correspondence which has passed between the Dominion Government and the Lieutenant-Governor of *Ontario*, respecting the disallowance of any Acts of the Legislature of this Province, or the repeal of any Acts of this Legislature, on the ground that these Acts were unconstitutional.

No. 78 .... Return to an Address to His Excellency the Lieutenant Governor, praying that His Excellency will cause to be laid before the House, a return from the

Clerk of each County Court shewing,

1. The number of petitions filed in each such Court for the partition and sale of Real Estate under the Consolidated Act of *Upper Canada*, chapter 86, and the Statute of *Ontario* 32 *Victoria*, chapter 33, and the number of cases in which sales have been made.
2. The number of suits in which the interest of infants, absent, and lunatic parties, in such real estate were sold.
3. The securities taken, and amounts paid into Court, or invested in what securities under each of the said Acts, or any statements, or explanations, regarding the non-payment into court, or non-investment of such securities.
4. Statement of moneys, bonds, mortgages or investments, published pursuant to the 39th section of the Consolidated Statutes, and the 42nd section of the said *Ontario* Statute. (*Not Printed*).

No. 79 .... Copies of Orders in Council relating to the Railway Aid Fund.

No. 80 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return, in tabular form, of the fees received by all the Sheriffs, Clerks of the Peace, and County Crown Attorneys in this Province, for the year 1871; shewing and specifying,

1. The nature of each class of services performed;
2. The number of each particular class performed during the year;
3. The rate charged for each description of service so performed;
4. The authority under which the charge is made for each service;
5. The whole amount of fees received or receivable by each, for, or in respect of his official services; and
6. How much thereof received from the Government, how much from the County, and how much from parties respectively. (*Not Printed.*)

No. 81 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return shewing the amount for which the *Port Hope* and *Rice Lake* Gravel Road was sold by the Government of the late Province of *Canada* to the Town of *Cobourg*, the condition of sale, the amount paid on account, and the balance due; also, a statement of the revenue derived by the Town of *Cobourg* from the said Road since the date of purchase. (*Not Printed.*)

No. 82 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House,

1. Copies of all Contracts of Sale;
2. Of all Orders made by any Commissioner of Crown Lands;
3. Of all Petitions and Reports,
4. Of all Assignments of Contract;
5. Of all Orders in Council;
6. Of all letters from *Rufus Stephenson*, or any other persons, to the Commissioner of Crown Lands, respecting lots 14 and 16 in the ninth concession of the Township of *Tilbury East.*

No. 83 .... Copies of Orders in Council relative to the Railway Aid.

No. 84 .... Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all Orders in Council since January 1st, 1871, relating to the Free Grant Territory; also, the number of lots located, and the number of settlers who have settled in the several Townships of said territory. (*Not Printed.*)

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence between the Government and the different municipalities indebted to the Municipal Loan Fund.

By Command,
T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 28th January, 1873.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 14th October, 1872.

SIR,—I am directed by the Honourable the Treasurer to call your attention to the provisions of the Consolidated Municipal Loan Fund Act respecting the duties of treasurers of municipalities indebted to this fund. Section 90, chapter 83, Consolidated Statutes of Canada provides that "The sum mentioned in the two last preceding sections (namely five cents on the dollar on the assessed yearly value) shall be the first charge upon all the funds of the municipality for whatever purpose or under whatever by-law they may have been raised, and no treasurer or other officer of the municipality shall after the first day of December in the year one thousand eight hundred and fifty-nine pay any sum whatever out of any funds of the municipality in his hands until the sum then payable by the municipality to the Receiver-General under this Act has been paid to him, and if any such treasurer or municipal officer pays any sum out of the funds of his municipality, contrary to the provisions hereinbefore made, he shall be deemed guilty of a misdemeanor, and shall moreover be liable for every sum so paid as for money received by him for the Crown."

The 94th, 95th and 96th sections provide for the levying of such rate and its application exclusively towards the payment of the amount payable by the municipality to the government in each year, and section 97 provides for the punishment and personal liability of the treasurer and other functionaries of municipal councils who neglect this provision of the law.

It is the intention of the Government to enforce these provisions of the Municipal Loan Fund Act where the position of the municipalities has not been affected by subsequent legislation.

I have the honour to be,
Your obedient servant,
W. R. HARRIS,
Accountant.

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Dundas, town	"	1
Essex, county	"	2–9–10
Elizabethtown, township	"	11
Goderich, town	"	12
Guelph, town	"	13
Hope, township	"	14
Huron, county	"	2–15–16–17
Hastings, county	"	2
Middleton, township	"	18
Northumberl'd & Durham, U.C.	"	2–19
Ops, township	"	20
Ottawa, city	"	21
Perth, county	"	22
Peterborough, town	"	23
Port Hope, town	"	24
Stratford, town	"	25
St. Catharines, town	"	26
Stanley, township	"	27–28

No. 1.

Auditor's Office,
Toronto, 12th Oct., 1872.

Sir,—I am directed by the Honourable the Treasurer to inform you that the Government will insist upon a payment from your town on account of its indebtedness to the Municipal Loan Fund, of an amount not less than a rate of five cents in the dollar on the assessment of 1858, in accordance with the statute 22 Vic., cap. 15.

This payment to be for the current year.

With reference to the arrears of these payments which should have been made annually since the passing of the Act in 1859, and which now amount in the aggregate to $40,655.14, the Treasurer will be prepared to consider any proposition which the municipality may have to make for their liquidation.

I remain,
Your obedient servant.
W. Cayley,
Auditor.

G. P. McClean, Esq.,
Treasurer, Town of Brockville.

Similar communication addressed to the Treasurer, Town of Dundas, shewing its aggregate arrears to be $55,383.

No. 2.

Audit Office,
Toronto, 5th Sept., 1872.

Sir,—I am directed to inform you that the treasurers of the several counties in arrear to the Municipal Loan Fund for the year 1871, that the payments to which their respective municipalities would otherwise be entitled out of the clergy reserve moneys for the past year, will be retained until such arrears are paid up.

The amount due from the County of Huron for the year 1871 is $12,440 10.

I am instructed further to remind you that the six months' interest due on the 1st July is also unpaid.

I remain,
Your obedient servant.

W. CAYLEY.
Auditor.

Similar communications were addressed to the treasurers of the undermentioned counties, with the amounts respectively due by them for the year 1871, as under:—

Northumberland and Durham	$17,720 62
Essex	1,604 48
Bruce	2,757 12
Hastings	7,904 29

No. 3.

AUDITOR'S OFFICE,
TORONTO, 12th October, 1872.

SIR,—The Hon. the Treasurer regrets to find that the Municipality of Barrie is making no effort to reduce its indebtedness to the Municipal Loan Fund or to comply with the conditions on which the loan was effected.

The amount now due to the sinking fund to the 1st January, 1872, including a payment credited in January last, is $3,361 89, and the further sum of $240 will be due in December next.

The treasurer expects that these amounts will be paid over before the close of the year.

I remain,
Your obedient servant,

W. CAYLEY,
Auditor.

A. B. McPhee, Esq., Treasurer, Town of Barrie.

No. 4.

AUDITOR'S OFFICE, 12th October, 1872.

SIR,—I am instructed by the Hon. the Treasurer to call the attention of the County of Bruce to the fact that since its separation from Huron no payment or provision has been made for the reduction of its indebtedness to the Municipal Loan Fund.

The amount in arrear from 1st July, 1867, to 1871, is $17,325, and for 1872, shortly due, $3,350, to provide for which the Hon. the Treasurer expects prompt steps will be taken.

The Treasurer desires an immediate reply to this communication.

I am, your obedient servant,

W. CAYLEY,
Auditor.

A. M. Sproat, Esq., Treasurer, County of Bruce.

No. 5.

AUDITOR'S OFFICE,
TORONTO, 1872.

SIR,—I enclose, in accordance with your request a statement of your Sinking Fund. I see by a memorandum in the books that a statement, showing how the account of Bruce stood at the period of its separation from Huron, was rendered to your treasurer, viz.:—

In July, 1867, the entire loan to the united counties was	$308,000
1st of July, 1867, there stood at their credit in the Sinking Fund	$139,787 04
The loan was then apportioned, and Huron charged with	$253,000
and the County of Bruce with	$55,000
The Sinking Fund was also apportioned to Huron	$114,825 05
To the County of Bruce	$24,961 99

Bruce, since its separation, has paid nothing, consequently not to complicate the accounts the interest which should have been paid has been made good out of the Sinking Fund: but this contrary to the spirit of the Act, as moneys once paid into the Sinking Fund should be left to accumulate, and provision made from other sources for the 7 per cent, payable annually on the loan, a statement of which I rendered you in my former letter.

The Hon. the Treasurer readily consents to wait until the meeting of your council.

I am, your obedient servant,

W. CAYLEY,
Auditor.

Alex. Sproat, Esq., Treasurer County of Bruce.

No. 6.

AUDITOR'S OFFICE, 12th Oct., 1872.

SIR,—The Honourable the Treasurer regrets to observe that the Township of Canboro has discontinued making its payments to the Municipal Loan Fund since 1869. The Township is now in arrear to the close of 1871, $1,515 67, exclusive of the sum of $560 due in December.

The Honourable the Treasurer expects to hear that prompt provision will be made for these amounts.

I remain, your obedient servant,

W. CAYLEY.
Auditor.

J. Folensbee, Esq.,
Treasurer, Township of Canborough.

No. 7.

AUDITOR'S OFFICE,
TORONTO, 12th Oct., 1872.

SIR,—I am instructed by the Honourable the Treasurer to bring to the notice of the Municipality of Chatham, the fact, that no payment has been made on its indebtedness to the Municipal Loan Fund since 1868, not even under the reduced scale of five cents in the dollar, on the assessment of 1858.

The amount due on account of its annual payments to the close of 1871 is $15,183 34, with $1,440—interest on the same, for which the Government expects that prompt provision will be made.

The Treasurer desires an immediate reply to this communication.

I am, your obedient servant,

W. CAYLEY,
Auditor.

M. Weir, Esq.,
Treasurer, Town of Chatham.

No. 8.

AUDITOR'S OFFICE, 12th Oct., 1872.

SIR,—The Honourable the Treasurer notices that the Town of Cornwall has made no payment on account of its indebtedness to the Municipal Loan Fund since December, 1869.

The Treasurer trusts that it will do so before the end of the year.

I remain, your obedient servant,

W. CAYLEY,
Auditor.

JOHN Kilgour, Esq.,
Treasurer, Town of Cornwall.

No. 9.

AUDITOR'S OFFICE,
TORONTO, 12th Oct., 1872.

SIR,—I am directed by the Honourable the Treasurer to remind you that the County of Essex has made no payment on account of its indebtedness to the Municipal Loan Fund since September, 1870.

The amount due by the county to the 1st January, 1872, on the basis of five per cent. interest and two per cent. Sinking Fund is $4,799 52, and the further sum of $2,240 will be payable in December next for the current year.

The Treasurer desires to be informed what steps are being taken by the county to provide for these payments.

I remain, your obedient servant,

W. CAYLEY,
Auditor.

To the Treasurer, County of Essex.

No. 10.

AUDITOR'S OFFICE, 19th Oct., 1872.

SIR,—I placed your letter of the 16th instant and the copy of the minutes of the proceedings of your council before the Honourable the Treasurer, who is at a loss to understand on what ground the council arrived at their conclusion, and I am instructed to refer you to the circular of which I enclose a copy pointing out the duties and responsibilities of treasurers in the matter of the Municipal Loan Fund, and to say that the Honourable the Treasurer expects that prompt steps will be taken by the county to provide for existing arrears, and the future annual payments as they become due to the Municipal Loan Fund.

I am, your obedient servant,

W. CAYLEY,
Auditor.

T. H. Wright, Esq.,
Treasurer, County of Essex.

No. 11.

AUDITOR'S OFFICE, 12th Oct., 1872.

SIR,—I am directed by the Honourable the Treasurer to inform you that the Government will insist upon a payment from your town, on account of its indebtedness to the

Municipal Loan Fund of an amount not less than a rate of 5 cents in the dollar on the assessment of 1858, in accordance with the Statute 22 Vic., cap. 15.

This payment to be for the current year.

With reference to the arrears of these payments which should have been made annually since the passing of the Act in 1859, and which now amount in the aggregate to $37,553 75, the Treasurer will be prepared to consider any proposition which the Municipality may have to make for their liquidation.

I remain your obedient servant,
W. Cayley,
Auditor.

Fred. L. Moore, Esq.,
Treasurer, Township of Elizabethtown.

No. 12.

Auditor's Office, 12th Oct., 1872.

Sir,—I am directed by the Honourable the Treasurer to inform you that instructions have been issued by the Government to call upon the several municipalities in arrear to the Municipal Loan Fund, to take immediate steps to pay up such arrears.

The town is in default $8,638 for the two years, 1870-71, and the payment for 1872 will accrue in December. The Treasurer desires to be informed by immediate reply what steps are being taken to provide for these several amounts.

I remain, your obedient servant,
W. Cayley,
Auditor.

J. C. Fletcher, Esq.,
Treasurer, Town of Goderich.

No. 13.

Auditor's Office, 12th Oct., 1872.

Sir,—I am directed by the Honourable the Treasurer to inform you that instructions have been issued by the Government to call upon the several municipalities in arrear to the Municipal Loan Fund, to take immediate steps to pay up such arrears.

The amount payable annually by your Municipality, based on the assessment for 1858, in accordance with the Statute, 22 Vic., cap. 15, is $5,383·70, commencing with the year 1859, these payments have been allowed to fall into arrear to the extent of $24,360·10, exclusive of the sum of $2,000, also due for simple interest on such arrears.

The Treasurer desires an immediate reply to this communication, shewing what steps are about to be, or have been taken to liquidate them.

I am, your obedient servant,
W. Cayley,
Auditor.

J. Harvey, Esq.,
Treasurer, Town of Guelph.

No. 14.

Auditor's Office, 12th Oct., 1872.

Sir,—The Honourable the Treasurer is surprised to learn that the Township of Hope has made no payment on its indebtedness to the Municipal Loan Fund since 1860, while, on the other hand, it has been receiving from the Port Hope and Lindsay, now the Midland

Railway Co., semi-annually, the sum of $771 since July, 1866, in consideration of the transfer of its stock in the Company, purchased with the money borrowed from the Municipal Loan Fund.

The Treasurer requires that a payment of 5 cents in the dollar, on the assessment of 1858, be made for the current year, 1872, and, in addition, the two half-year payments from the railway company.

With reference to the large arrears which the township has allowed to accumulate against itself, the Treasurer will be prepared to consider any proposition which the township may have to make for their liquidation.

An immediate reply is requested to this communication.

I am, your obedient servant,

W. CAYLEY,

Auditor.

Thomas Oke, Esq.,
Treasurer, Township of Hope.

No. 15.

AUDITOR'S OFFICE, 12th Oct., 1872.

SIR,—Referring to my letter of the 5th September, *in re*, the indebtedness of the County of Huron, to the Municipal Loan Fund, I find the amount due to the 1st July last, to be $7,590, basing the calculation on the amount payable annually of 5 per cent. interest and two per cent. Sinking Fund, on the apportioned debt of the county, and starting from the period of its separation from the County of Bruce, 5 times the sum of $17,710, being,

7 per cent. on $253,000	$88,550
Total amount received since 1st July, '67, to date	80,960
Balance due to 1st July last,	$7,590

If you find this correct, be pleased to remit the amount as speedily as possible, in order that the Clergy Reserve moneys for 1871 may be paid to your several municipalities.

I am, your obedient servant,

W. CAYLEY,

Auditor.

M. Ross, Esq.,
Treasurer, County of Huron.

Payments made by Huron since 1st July, 1867:

7th January, 1868	$20,240
25th August, 1868	10,000
8th January, 1869	10,240
14th April, "	10,000
6th May, "	10,000
14th January, 1870,	240
5th February, "	20,000
6th January, 1871	240
Total	$80,960

No. 16.

Auditor's Office, 19th Oct., 1872.

Sir,—I am in receipt of your letter of the 16th inst., requesting to be furnished with the amount at the credit of the county in the Sinking Fund.

The statement in my letter to you was confined simply to the payments made by the County, since the period of its separation from Bruce.

On the 30th of June, 1867, when the proportion of the debt which the two counties were respectively to be held liable for were adjusted, the sum of $253,000 was charged against Huron, and the amount credited to it in the Sinking Fund was $114,825·05. By subsequent credits this amount has been increased, to 1st July last, to $180,823,16.

I remain, your obedient servant,

W. Cayley.

Auditor.

A. M. Ross, Esq.,
Treasurer, County of Huron.

No. 17.

Auditor's Office,
Toronto, 28th Oct., 1872.

Sir,—I am in receipt of your letter of the 25th, and enclose the statements you ask for.

Statement No. 1 gives the state of the account of the united counties, for the six months ending 30th June, 1867, when the loan and sinking fund were apportioned between the two.

The difference between the amount credited to the Huron sinking fund, and the amount you claim, is as you correctly supposed, in the interest debited and credited on either side.

Statements 2 and 3 bring down Huron's account to the 1st July, 1872, and if you have been properly credited with all your payments, will, I think, be found correct.

The system adopted by the Government for the paying off of loans and the creation of a sinking fund, was to require from each borrowing municipality the payment annually, in two half yearly payments, of 8 per cent on the amount borrowed being 6 per cent interest and 2 per cent sinking fund: this fund to remain intact; the interest thereon at the rate of 6 per cent per annum to be carried to account every six months thus compounding it. Subsequently the rate of interest on the loan was reduced to 5 per cent, the interest credited on the sinking fund continuing at 6.

I am, dear sir, your obedient servant,

W. Cayley.

Auditor.

A. M. Ross, Esq.,
Treasurer, County of Huron.

In copying out the account, I discovered an error in the computation of the number of days on which interest was to be allowed, in 1869, which makes a slight difference in the total amount I stated in my letter.

No. 18.

Auditor's Office,
Toronto, 12th Oct., 1872.

Sir,—The Honourable the Treasurer regrets to observe that the Township of Middleton has discontinued making its payments to the Municipal Loan Fund, since 1867. The Township is now in arrear to the close of 1871 $1756·41, exclusive of the sum of $350, which will be due for 1872.

The Treasurer expects that prompt steps will be taken to provide for these amounts and requests a reply to this communication.

I remain, your obedient servant,
W. Cayley,
Auditor.

Perez Bean, Esq.,
Treasurer, Township of Middleton.

No. 19.

Auditor's Office,
Toronto, 12th Oct., 1872.

Sir,—Referring to the indebetedness of your united counties to the Municipal Loan Fund, I am desired by the Honourable the Treasurer to remind you that on the basis of 5 per cent interest and 2 per cent sinking fund, there is a small amount under $16,000 due for the year 1871, and that the sum of $32,000, which includes the six months interest due 1st July past, should be provided for within the current year for 1872.

On receipt of the amount due for 1871, the clergy reserve money for that year will be transmitted to your several municipalities.

I remain, your obedient servant,
W. Cayley,
Auditor.

A. A. Burnham, Esq.,
Treasurer, U. C. of Northumberland and Durham.

No. 20.

Auditor's Office, 12th October, 1872.

Sir,—I am directed by the Honourable the Treasurer to inform you that instructions have been issued by the Government to call upon the several municipalities in arrear to the Municipal Loan Fund, to take immediate steps to pay up such arrears.

The amount payable annually by your municipality, based on the assessment of 1858, in accordance with the Stat. 22 Vic., cap. 15, is $1,187, commencing with the year 1859. These payments have been allowed to fall into arrear to the extent of $9,271.99, exclusive of the sum of $2,250.00, also due for simple interest on such arrears.

The Treasurer desires an immediate reply to this communication, showing what steps have been or are about to be taken to liquidate them.

I am,
Your obedient Servant,
W. Cayley,
Auditor.

Wm. Kennedy, Esq.,
Treasurer, Township of Ops.

No. 21.

Auditor's Office,
Toronto, 12th Oct., 1872.

Sir,—I am desired by the Honourable the Treasurer to call your attention to the fact that the City of Ottawa has made no payment on its indebtedness to the Municipal Loan Fund for the year 1871, and that the payment for 1872 will become due on the 1st of December next.

The Treasurer desires to be informed what steps have been or are being taken to provide for these two payments.

I remain,

Your obedient servant,

W. Cayley,

Auditor.

W. H. Thompson, Esq.,
Treasurer, City of Ottawa.

No. 22.

Auditor's Office,
Toronto, 12th Oct., 1872.

Sir—I am directed by the Honourable the Treasurer to call your attention to the fact that the County of Perth has made no payment on account of its indebtedness to the Municipal Loan Fund since July, 1866, except what has been retained from its share of the Clergy Reserve moneys.

The Treasurer expects that immediate steps will be taken to provide for a present payment, at the rate of 5 cents in the dollar on the annual value of last year's assessment.

An immediate reply is requested to this communication.

I remain,

Your obedient servant,

W. Cayley,

Auditor.

A. Monteith, Esq.,
Treasurer, County of Perth.

No. 23.

Auditor's Office,
12th October, 1872.

Sir—The Honourable the Treasurer is surprised to learn that, while the Town of Peterboro' has been satisfied to make payments on its loan from the Municipal Loan Fund, on the reduced scale of 5 cents in the dollar on the assessment of 1858, it has for the last two years been receiving a larger amount annually from the Port Hope and Lindsay (now the Midland Railway Company) than it has paid to the Government—the latter being under $47,000, while it has received from the Railway Company nearly $57,000.

The Act 22 Vic., cap. 15, reducing the payments to be made under certain circumstances, was never intended for those municipalities which had received valuable and available securities in exchange for any considerable portion of their loans; and the Government expects that the Town of Peterboro' will take such prompt steps towards the rapid reduction of its indebtedness to the Municipal Loan Fund as will avert the necessity of more stringent measures.

The Treasurer desires an immediate reply to this communication.

I am,

Your obedient servant,

W. Cayley,

Auditor.

James Edwards, Esq.,
Treasurer, Town of Peterboro'

No. 24.

AUDITOR'S OFFICE,
12th Oct., 1872

SIR,—The Honourable the Treasurer having been led to understand that the Town of Port Hope will be prepared shortly to make better provision for the reduction of its indebtedness to the Municipal Loan Fund, than it has hitherto done, by means of its harbour tolls, I have been directed by him to furnish a statement to you shewing the amount received by the Government since the 1st January, 1859, on the reduced scale of five cents in the dollar on the assessment of 1858, and the amount required to make the payments complete from that period to the 31st of December last.

13 times the annual payment of	$6,125 13	$79,629 29
July 1859, paid ex-Clergy Reserves	359 04	
By the town to 30th Dec., 1870	61,253 36	61,612 40
Deficiency to 31st Dec., 1871		18,016 89

I have also to call your attention to the amount of simple interest between seven and eight thousand dollars, due on these arrears arising from the fact, that prior to 1865 but a comparatively small sum had been paid, nothing in the years 1861 and 1864.

I am, your obedient servant,
W. CAYLEY,
Auditor.

G. M. Healy, Esq.,
Treasurer, Town of Port Hope.

No. 25.

AUDITOR'S OFFICE,
TORONTO, 12th Oct., 1872.

SIR,—The Honourable the Treasurer is surprised to find that the Town of Stratford has permitted itself to fail largely behind in its payments to the Municipal Loan Fund, even on the reduced scale of five cents in the dollar on the assessment of 1858, notwithstanding the fact stated by Mr Simpson, in his Municipal Loan Fund report, that the bonds received over from the Buffalo, Brantford and Goderich Railway Company had been realized at rates varying from 85 to 92½ per cent.

The arrears due by the town to the close of 1871 on the reduced scales, amount to $11,444, on which interest has accrued $3,600: these sums do not include the payment accruing for 1872.

The Treasurer expects that prompt steps will be taken to wipe out these arrears.

I am, your obedient servant,
W. CAYLEY,
Auditor.

The Treasurer desires to be informed at once of the course the town is prepared to take with reference to these arrears.

G. W. Lawrence, Esq.,
Treasurer, Town of Stratford.

No. 26.

AUDITOR'S OFFICE,
12th Oct., 1872.

SIR,—I am directed by the Honourable the Treasurer to inform you that the Government will insist upon a payment from your town on account of its indebtedness to the

Municipal Loan Fund of an amount not less than a rate of five cents in the dollar on the assessment of 18[illegible], in accordance with the Statute 22 Vic., cap. 15.

This payment to be for the current year.

With reference to the arrears of those payments which should have been made annually since the passing of the Act in 1859, and which now amount in the aggregate to $110.549 79, the Treasurer will be prepared to consider any proposition which the municipality may have to make for their consideration.

I am, your obedient servant,
W. CAYLEY,
Auditor.

W. Nittleberger, Esq.,
Treasurer, Town of St. Catharines.

No. 27.

AUDITOR'S OFFICE,
TORONTO, 12th Oct., 1872.

SIR,—The Treasurer notices that the Township of Stanley has omitted to make its payment, generally made in the spring of the year, for the year 1872, on its indebtedness to the Municipal Loan Fund.

The Treasurer trusts that a payment will be made before the end of the year.

I remain your obedient servant,
W. CAYLEY,
Auditor.

R. Reid, Esq.,
Treasurer, Township of Stanley.

No. 28.

AUDITOR'S OFFICE,
24th December, 1872.

SIR,—Your letter of the 26th of November enquiring what is still due on the amount borrowed by your Township from the Municipal Loan Fund has been received.

In reply I have to state that the amount of principal unpaid on the 1st of July last was $3.220. The amount now payable by your township annually is $700:—That is $500 for interest on $10,000 and $200 towards the Sinking Fund; it used formerly to be $800. The statute requires that the payments should be made not later than the early part of each December, in order that they might be brought into the accounts of the year.

If your township keeps up its annual payments of $800 each year the whole loan will be paid off within four years.

I am, your obedient servant,
W. CAYLEY,
Auditor.

R. Reid, Esq.,
Treasurer, Township of Stanley.

SUPPLEMENTARY RETURN.

To an Address of the Legislative Assembly, to His Excellency the Lieutenant Governor, praying that he will cause to be laid before the House copies of all correspondence between the Government and the different Municipalities indebted to the Municipal Loan Fund.

By command,
T. B. PARDEE,
Secretary.

Provincial Secretary's Office,
Toronto, 3rd February, 1872.

SCHEDULE OF PETITIONS AND CORRESPONDENCE RELATIVE TO INDEBTEDNESS OF THE SEVERAL MUNICIPALITIES OF THE PROVINCE OF ONTARIO TO THE MUNICIPAL LOAN FUND.

1873. *County of Grenville.*
Jan. 19th.—Memorandum of Petition from Town of Prescott.

1872. *County of Huron.*
Dec. 13th.—Petition from County Council.
1873.
Jan. 18th.—Report of Deputation from County.
1872. Petition from Town of Goderich.
Dec. 31st.—Memorial from Northern Gravel Road Co.
Certificate of examination of Northern Gravel Road, with By-law attached.

Counties of Lanark and Renfrew.
Dec. 21st.—Letter from County Clerk of Lanark to Provincial Secretary.
" 21st.—Petition from County Council.
1873.
Jan. 14th.— Do. do. (Deputation.)

1872. *County of Leeds.*
Dec. 21st.— Letter from Secretary of Brockville and Ottawa Railway to Provincial Secretary.
Memorial from Brockville and Ottawa Railway Co., with Appendix from Crown Timber Office and Engineer of the Company.

*

Dec. 2nd.—Memorial from Messrs. Folkon & Vaughan, Contractors B. & O. R. Co.
1873.
Jan. 13th.—Memorial do. do. do.
1872.
Dec. 2nd.—Memorial from Township of Elizabethtown.

Counties of Northumberland and Durham.

Petition from Town of Cobourg.
Petition do. do.
1872.
Nov. 18th.—Letter from Treasurer of the Township of Hope to Provincial Treasurer.
Dec. 19th.—Petition from Township of Seymour.
Report of Committee appointed by Corporation of Port Hope and Harbour Commissioners.

County of Perth.

Memorandum from County Council.
1873.
Jan. Petition from Township of Elma.
" Petition from Township of Wallace.
" Petition from Village of Listowell.
1872.
Dec. 28th.—Petition from Township of Mornington.
Petition from Town of St. Mary's.
Letter from Chairman Finance Committee, Town Council of Stratford.

1873.

County of Simcoe.

Jan. 31st.—Letter from W. D. Ardagh, M.P.P., to Provincial Secretary.

County of Wellington.

Petition from Town of Guelph.

County of Wentworth.

Petition from City of Hamilton.

County of Oxford.

Memorial from Townships of Norwich (North and South), Wyndham and Woodhouse, and the Towns of Woodstock and Simcoe.

MEMORANDUM *in the matter of the Petition of the Municipality of the Town of Prescott, relative to its indebtedness to the Municipal Loan Fund.*

1. The population of Prescott since 1858 has actually decreased instead of increasing, the decrease being from about 3,000 in 1858 to 2,613 in 1871.

2. The assessed annual value of the property within the municipality has also year by year fluctuatingly decreased. (See report of Hon. E. B. Wood, p. 8.)

3. The rates of taxation for (as an example) the years 1869, 1870 and 1871 were as follow:

For 1869 on actual value $1 52, and on annual value $25 83, and for 1870 on actual value $1 55, and on annual value $25 83, and for 1871 on actual value $1 67, and on annual value $27 83.

Shewing that the taxes have gone on year by year increasing and all these facts together shewing that the Prescott and St. Lawrence Railway has in no manner been of local or exceptional benefit to the Town of Prescott; but, on the contrary appears to have been detrimental to its prosperity.

The only municipalities which have taken stock in said railway, are the now City of Ottawa, the Township of Oxford and said Town of Prescott, whilst all the municipalities along the line of said railway (except Prescott) have been benefited largely by the building and maintaining of said railway and thereby also the resources of the present city of Ottawa were largely, if not, entirely developed, and its choice as the present capital of the Dominion mainly determined.

At a fair calculation and estimate the said railway and its franchises and rolling stock were at the time of the sale thereof under the Act of 1865 (28 Vic., Cap 35) as mentioned in the petition worth not less than one million of dollars and had reasonable time been allowed to take action and make the necessary arrangements, the municipality of the Town of Prescott in conjunction with others of the shareholders and creditors, would have made purchase of said railway under the powers contained in said Act, and so would have saved themselves from the losses of their claims brought about by the said sale, as in the petition mentioned, but said Act and said sale thereunder were sprung upon the municipality and virtually prevented all action on its behalf.

The amount actually due to the Ebbe Vale Company was only some £62,000 stg., and for this they held as security the bonds of the company to £100,000 stg., in petition set forth.

(Signed) W. PATRICK.
Mayor, &c., &c.

To His Excellency the Honorable William Pearce Howland, Companion of the Most Honorable Order of the Bath, Lieutenant-Governor of the Province of Ontario, in Council.

The Petition of the Corporation of the Town of Prescott

HUMBLY SHEWETH :—

1. That in the year A. D. 1853, there was advanced by the Government of the then Province of Canada from the Municipal Loan Fund, upon the credit of the Town of Prescott the sum of one hundred thousand dollars ($100,000) to the Bytown and Prescott Railway Company subsequently called the Ottawa and Prescott Company, and now the St. Lawrence and Ottawa Railway Company, and by them used and expended in the construction of their railway, and at the same time upon the credit of the municipality of Bytown (now the City of Ottawa) there was loaned to the same company from the said Fund the sum of two hundred thousand dollars ($200,000.)

2. The said railway was built by means of the sale of the company's bonds by stock, subscriptions, and the said loans upon the credit of the said municipalities.

3. The bonds of the said company to the amount of one hundred thousand pounds sterling were taken by the Ebbe Vale Company of England, and a mortgage upon the railway was given to secure the payment of those bonds, which mortgage was a first charge upon the railway.

4. The municipality of the Town of Prescott subscribed thirty thousand dollars in the stock of the said company issuing debentures therefor and imposing upon its ratepayers for the payment thereof the heavy rate of 1s. 8d. (one shilling and eight pence) on the £.

5. To further aid the said railway company private residents of the Town of Prescott subscribed sixteen thousand five hundred and twenty dollars in the stock of the company.

6. There still being required a large amount to complete the construction and equipment of the said railway, the company made application to the municipalities of Ottawa and Prescott to aid them and after repeated urgent solicitations, a great deal of canvassing, plausible representations, and solemn assurances that Prescott would never be called upon to repay any part of it, succeeded in inducing your petitioners to obtain from the Municipal Loan Fund upon the credit of the town the said sum of one hundred thousand dollars ($100,000) and the City of Ottawa upon the credit of that municipality the sum of two hundred thousand dollars ($200,000).

7. The loan of one hundred thousand dollars was negotiated directly between the Government and the railway company, your petitioners being in effect only sureties for the repayment of the loan by the company.

8. To secure the sums so advanced, a mortgage upon the said railway was taken jointly by the municipalities of Ottawa and Prescott, the condition thereof being that the railway company would, from time to time, pay the interest and principal money of the loan owing to the Government as the same became due, and save harmless and indemnify the said municipalities, the said mortgage ranked as a second charge upon the railway next after that of the Ebbe Vale Company.

9. In the year A. D. 1854 the said railway company paid upon account of the said loan the sum of five thousand three hundred and fifty-eight dollars and ninety cents, ($5.358 90), and in the year A. D. 1859 the further sum of two thousand three hundred and eighty dollars ($2,380 00), being the only sums by the said railway company ever paid thereupon, and amounting in the total to seven thousand seven hundred and thirty-eight dollars and ninety cents ($7.738 90).

10. In the years 1862, 1863, by warrants of His Excellency the Governor-General of the then Province of Canada, the town was assessed by the Sheriff of the united Counties of Leeds and Grenville at the rate of one shilling in the £ of the saleable property to meet the interest then overdue through the default of the railway company, and notwithstanding this very severe imposition, causing much distress in the municipality, there was realized only the sum of three thousand nine hundred and ninety-seven dollars and fifty-four cents. ($3,997 54) by the assessment of the two years, a sum insufficient to pay one year's interest upon the debt.

11. In the years 1856-7-8-9 there was reserved by the Government from Prescott's proportion of the clergy reserve fund and applied on account of the said debt the further sum of five thousand seven hundred and forty-eight dollars and thirty-eight cents. ($5.748 38).

12. Thus it is seen that the Town of Prescott in the three ways above mentioned contributed one hundred and forty-seven thousand dollars capital towards the building of the said railway, and by the reservation of its clergy reserve moneys and the assessments aforesaid has paid the sum of nine thousand seven hundred and forty-five dollars and ninety-two cents, by way of interest on the said loan, while the railway company have contributed for the same purpose only the sum of seven thousand seven hundred and thirty-eight dollars and ninety cents ($7,738 90).

13. Besides the payments mentioned in the last paragraph the town has redeemed its debentures issued to cover the thirty thousand dollars ($30,000) subscribed in the stock of the said company and the interest thereupon, the ratepayers having been for nearly twenty years burdened with heavy taxation to meet this annual call upon them.

14. In the years A.D. 1864-1865 Bills were introduced into the Parliament of the late Province of Canada ostensibly for the relief of the said company, but intended to allow the company to issue preferential stock to the amount of two hundred and fifty thousand dollars ($250,000), and thus postpone the mortgage held by the municipalities of Ottawa and Prescott in such stock. The Town of Prescott, at great expense, contended against such proposed legislation, which would deprive them of their right to rank their security next after the mortgage to the Ebbe Vale Company, and succeeded finally in securing the defeat of such an unfair if not dishonest scheme on the part of its projectors, and in eliciting from Parliament a decision that no legislation would be allowed interfering with the vested rights of municipalities without their concurrence.

15. Having failed in that scheme to impair, if not destroy, the security held by your petitioners, the company undertook to dispose of the rolling stock and other chattel property of the railway, and completed a sale thereof for the sum of three hundred and one dollars ($301 00) before an injunction granted by the Court of Chancery to restrain them could be served upon them. In endeavouring thus to protect their security and to compel the Ebbe Vale Company, which had obtained control of the road, to properly account for its revenues and apply a portion thereof to the payment of the interest on the said loan, your petitioners were put to great expense in conducting the necessary proceedings in the Court of Chancery.

16. Subsequently, in the year A.D. 1865, a Bill was introduced into the said the late Parliament of Canada with the same view as that referred to in paragraph fourteen, but differently shaped, intituled "An Act for the relief of the Ottawa and Prescott Railway Com-

pany and for ensuring the efficient working of its railway and for other purposes," which was passed by the Legislature in the session held in the 28th year of the reign of Her Majesty Queen Victoria and chaptered 35 in the statutes of that session.

17. At its different stages this Act was strenuously opposed by your petitioners, the mayor and solicitor of the Town of Prescott attending for weeks before Parliament and protesting on behalf of the municipality against the passage of a measure which, while virtually sweeping away their security, would leave them still burdened with the indebtedness against which it was intended to indemnify and save them harmless.

18. By virtue of that Act the said Ebbe Vale Company were enabled to institute proceedings under their mortgage in the Court of Chancery for what was then called Upper Canada, by which they obtained a decree for the sale of the said railway, and in pursuance of the said decree the said railway was offered for sale and sold to one Thomas Reynolds, the agent and attorney in Canada for the Ebbe Vale Company for the sum of two hundred thousand dollars, the said Act enabling the mortgagees to become the purchasers absolutely, which they did for that ludicrous price and thus, in the words of the said Act, "extinguish all mortgages, bonds, judgments and claims whatsoever existing at the time of the said sale of such railway."

19. Your petitioners besides their strong, appeals to the Legislature against the passing of the said Act, have frequently prayed for relief from the Government, and have always hoped from the forbearance shown them for the past nine years, that their prayer had been granted and that they were released from further liability on account of the said loan.

20. Your petitioners submit that the circumstances attending the existence still of the original debt and the accumulated interest now exceeding the principal sum, distinguish the position of Prescott as regards its Municipal Loan Fund indebtedness from that of most other municipalities in default; some municipalities invested their loans in railway stock without taking mortgage or other sufficient security, and the failure of the companies rendering the stock worthless left those municipalities by their own neglect without the means of realizing anything upon their investments; others have been dealt fairly with by the railway companies which they aided and have thus been enabled to meet the calls upon them, others hold the security taken by them but fail to enforce it; other borrowers from the Municipal Loan Fund expended the sums received by them in local improvements alone, and thus were directly and materially relieved and benefited by the loan, and easily able by the ordinary rate of taxation to meet their yearly payments. In other cases no advantage accrued directly or indirectly to the public from the expenditure of the money, the municipalities and the companies assisted by them failed to complete their undertakings, yet their security was not destroyed but merely impaired or its realization only indefinitely postponed, and not as in the case of Prescott entirely wiped out, and in these latter cases the municipalities stood by and approved of the change of security while in the case of Prescott every effort was made in the Court of Chancery and before Parliament to retain their rights and enforce their security.

21. The said railway has not been at any time of merely local importance and advantage, but has been a public benefit, the construction, the opening and the keeping open of the said railway was as recited in the preamble to the Act of Parliament above referred to, and in the preamble to other Acts of the legislature relating to it of the utmost importance to the province at large embracing the then Provinces of Upper and Lower Canada. It was the first railway to open communication between the St. Lawrence and Ottawa Rivers and give an impetus to trade and business which has ever since been sensibly felt throughout the province, it has contributed largely to the growth of Ottawa, now the capital of the Dominion, and has been mainly instrumental in promoting the vast lumbering and other interests of Central Canada, and in advancing the settlement of the Ottawa Valley and facilitating the development of its rich resources, while its advantages and usefulness to the Provinces have been in the past, and are to the Dominion at present manifold and almost indispensible.

22. The Town of Prescott, however, has not proportionally shared in the benefits of the said railway, owing to the heavy rate of taxation imposed upon the ratepayers to meet their yearly assessments on account of the said road, and to the uncertain position of the town in regard to the said Municipal Loan Fund indebtedness, the town has continued poor, it has scarcely, if at all, increased in population or material prosperity in the past ten years, and its business in that time has continually languished. According to the report of the Honourable the Treasurer of Ontario for the year 1871: "The

"annual value of the assessment of the town in 1858 was $47,560, and in 1871 only "$35,949."

According to the same report, "Five cents in the dollar on the assessment of 1858 "produced $2,378. The annual payment required to meet 5 per cent interest on loan, "and 2 per cent sinking fund is $7,000. Therefore, five cents in the dollar on the "assessment of 1858 falls short of the payment for interest and sinking fund by $4,622."

From this report, therefore, it is evident that the debt, instead of being diminished by the taxation, would continue every year to increase, until, in a very few years more, it would reach beyond the value of the fee simple of the whole rateable property in the municipality.

Your petitioners therefore submit and pray:—

1. That the Legislature by which the loan was made having wiped out their security, your petitioners should be declared relieved from the said indebtedness.
2. Or that, from the public funds, from which large appropriations have been lately made to other railways of less public benefit, a sum should be set apart to cover the amount of the said indebtedness of your petitioners on account of this railway, built without aid from the Government by way of grant.
3. That your petitioners be released from all indebtedness on account of the said loan, by such legislation as to your Excellency may seem meet, so as to relieve them from a burthen incurred for the public benefit, which they are of themselves unable to remove, and to insist upon the payment of which would cause the utmost distress in the municipality among its ratepayers, and effectually ruin the town.
4. Your petitioners further pray that, in any legislation for their relief, they may not be deprived of any right they might otherwise have to share in the distribution of any public surplus moneys about to be made.
5. That the portion of the Clergy Reserve Fund which has been withheld from your petitioners, on account of the said indebtedness, may be now paid to them.

In witness whereof, and in pursuance of a resolution of the Corporation of the Town of Prescott, the Mayor of said Town hath hereunto set his hand, and the common seal of the said Corporation, and the Clerk of the said Corporation hath hereto set his hand, this nineteenth day of January, A.D. 1873.

(Signed) W. PATRICK,
Mayor.

(Signed) B. W. CATO,
Town.Clerk.

[Stamp.]

To His Excellency the Lieutenant-Governor of the Province of Ontario in Council.

The Petition of the Municipal Council of the Corporation of the County of Huron—

HUMBLY SHEWETH :

That your petitioners would respectfully request your Excellency in Council, when maturing a measure for the settlement of the Municipal Loan Fund indebtedness, to enforce payment to this fund from all defaulting municipalities who are able to pay.

That your petitioners admit that a few municipalities are so heavily indebted to this fund, that it is impossible for them to meet their obligations in full, and that the Government will no doubt, upon public grounds, devise some scheme to give them some measure of relief.

But your petitioners would respectfully submit to your Excellency in Council, that, in justice to non-borrowing municipalities, and to those who have punctually met their indebtedness to this fund, that no relief be given by the Government to wealthy counties, and other municipalities, who are able but have refused or neglected to pay either principal or interest upon the amounts they borrowed from this fund.

And your petitioners, as in duty bound, will ever pray.

(Signed) ARCH. BISHOP,
Warden.

County Clerk's Office,
Goderich, December 13th, 1872.

(Signed) PETER ADAMSON,
County Clerk.

To the Honourable the Attorney-General, Province of Ontario.

TORONTO, January 18th, 1873.

SIR,—The undersigned having been appointed a deputation from the County of Huron, to represent to the Government the views and claims of the county in regard to the proposed settlement of the Municipal Loan Fund indebtedness of the several municipalities, beg to submit the following:

In the year 1853 the then United Counties of Huron, Perth and Bruce borrowed from the Municipal Loan Fund $500,000, which was invested in stock of the Buffalo, Brantford and Goderich Railway, which stock became a total loss and was extinguished in the transfer of that railway to the Buffalo and Lake Huron Railway Company.

The County of Perth on its separation from Huron and Bruce assumed $200,000 of this loan, leaving on Huron and Bruce $300.000.

On the separation of Bruce from Huron that county took with it $55,000, leaving Huron $253.000, which is the present nominal amount of the indebtedness of Huron to the Municipal Loan Fund.

Huron has punctually and honourably paid up its interest and sinking fund, and has now at its credit in sinking fund $182,000. The County of Huron does not come before the Government as a supplicant for relief from its just debts. The county has hitherto honourably maintained its credit and promptly made its payments to this fund, and is willing to continue to do so, if other municipalities equally able are compelled to do likewise, but having seen that some counties whose position both as to the character of their indebtedness and their ability to pay bear a close analogy to that of the County of Huron, and who have persistently and heretofore apparently successfuly repudiated their obligations to pay, have had deputations before the Government asking that their indebtedness should be either cancelled altogether or greatly reduced.

The county has thought it but right to firmly protest against any reductions to municipalities who are well able to pay. There are no doubt several town municipalities and perhaps one county, Lanark and Renfrew, whose indebtedness to this fund is greatly in excess of their means of payment, and to whom relief may justly be granted, but with the exception above named, the County of Huron feel that no county can justly plead inability to pay.

Without having any desire to oppose the just demands of any municipality, the undersigned trust you will pardon them in drawing a comparison between the County of Huron and the County of Perth; the indebtedness of these two counties having been in chief part incurred for the same line of railway and under the same by-law. The County of Perth having derived a greater benefit from the construction of the Buffalo and Lake Huron Railway than the County of Huron, a greater number of miles of that railway passing through its territory, and Stratford its county town, having been largely built up by that railway. The whole Municipal Loan Fund debt of Perth is $288.000, that of Huron $253,000, and $88,000 of Perth indebtedness was incurred for gravel roads within the county, while all $8,000 of the debt of Huron was sunk and lost in the aforesaid railway. Huron contracted a separate debt of $400,000 for its gravel roads by the issue of its own debentures, upon which the interest and sinking fund have been paid.

From this statement of the position of the two counties we think it is evident that Perth is fully as able to pay as Huron and justly should be called upon to do so, but while Huron has honestly and faithfully kept up its payments, Perth has for many years persistently refused to meet its obligations to the fund, and now asks to be relieved at the expense of the Province from the greater portion of its debt, the annual payments to which would involve no serious burden of taxation upon that county—the annual payment required from Perth for interest and sinking fund being only $20,160 while Huron has yearly paid towards the liquidation of its indebtedness to the fund $20,240, besides from $20,000 to $40,000 annually on its gravel road debentures. Huron is willing to continue its payment if payment is also enforced from Perth and other municipalities in a similar position who are perfectly able to pay.

Should the Government think it just that Perth should be relieved from its indebtedness incurred for the Buffalo and Lake Huron Railway on the ground of that being a work of Provincial importance, then Huron is certainly in justice entitled to a return of the moneys paid on its loan contracted for the same work.

The deputation feel that the Government could never so far sanction and reward a course of repudiation as to relieve the County of Perth and refuse a reimbursement to Huron. The deputation think it unnecessary to enlarge more on this point, as such a course would be a direct encouragement to repudiation and encourage other municipalities to follow the example set, if that example were to receive the sanction and endorsement of the Government of the Province.

During the interview with you the deputation were honoured with to-day, the deputation gathered from your remarks that the deputation lately before you from the Town of Goderich had suggested the propriety of the Government assuming the settlement of a claim which the town has preferred against the county for the purchase or assumption by the county of a road known as the Northern Gravel Road, in which the town had invested a portion of the money borrowed by that municipality from the Municipal Loan Fund.

The deputation are fully satisfied that the Government will clearly see the impropriety and injustice of interfering in any way, by legislation or governmental action, to arbitrarily compel the county to assume any portion of the indebtedness of the town, against the wish of the ratepayers of the county. Without entering at all into the merits of the claim of the Town of Goderich, it is sufficient to say that whatever is just and right in the matter will no doubt be done by the county, and in anticipation, and as an introduction to a final settlement of the town claims the county at its last meeting in 1872 assumed, for the present year 1873, the maintainance and repairs of the said road, and agreed to pay to the town the sum of $2,000 as representing the interest for the year, of the amount claimed by the town for the road. We mention this simply to show that the county is disposed to do what is right in the matter, but must respectfully and earnestly protest against any coercion in a matter that lies solely in the ratepayers of the county, and their representatives in the county council.

The deputation may mention that in 1871 the county made a proposition to the late Government to close its Municipal Loan Fund debt by a further payment to its sinking fund of $27,000 if the Government would accept that as a final settlement of its debt. This proposition was made upon the basis, that such further payment would raise the sinking fund to such an amount, that the interest at six per cent. allowed upon the sinking fund, would equalize the interest charged at 5 per cent. on the debt, and the Province would then cease to be under any advances for the county. Such an inducement the county thought might be held out by the Government, for the earlier liqnidation of the debts of municipalities to those who promptly and punctually kept up their annual payments.

In conclusion the deputation trust you will pardon them in suggesting, that after such reductions are made in the indebtedness of any municipality as may be considered just and equitable, and a final settlement of the amounts to be paid is arrived at, the Government will see the propriety and necessity of adopting some much more stringent measures for the enforcement and collection of the payments of the interest and sinking fund in future.

We have the honour to,

Sir,

Your most obedient servants,

(Signed) Arch. Bishop,
John Leckie,
Thomas Greenway,
A. M. Ross.

To the Honourable William P. Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council assembled.

The Corporation of the Town of Goderich, through the undersigned delegates, appointed to represent their interests in connection with the Municipal Loan Fund debt, beg leave to represent as follows:—

1.—That in or about the year 1853, the Counties of Huron and Bruce assumed and became responsible to the Government of the then Province of Canada for the re-payment of the sum of $300,000, being their share of a loan of $500,000, by the Counties of Huron, Perth and Bruce, borrowed for railway purposes, the said County of Perth assuming the re-payment of the balance of $200,000.

2.—That on the separation of the Counties of Huron and Bruce, a proper adjustment and allowance was made by the County of Huron to the County of Bruce, for the portion of the said moneys it had paid, and from which it was contended the said County of Bruce had received no material advantage.

3.—That the Town of Goderich has paid into the county treasury, for and on account of said sum of $300,000, the sum of $20,697, as appears by the annexed schedule marked "A," made out and certified to by the county clerk of the said County of Huron.

4.—That in the year 1855, a committee of the county council was then struck to report on the best scheme possible for the building of gravel roads within the Counties of Huron and Bruce. That the report of said committee will be found at pages 23, 24 and 25 of the county council minutes for the year 1855, and to be found herewith.

5.—That in pursuance of said report, a By-law was introduced, carried and ratified, by which the County Council of Huron and Bruce borrowed the sum of $400,000 on their debentures, for the purpose of carrying out a general scheme of county gravel roads, a copy of which by-law will be found in the printed minutes of the said council, herewith sent, for the year 1856, from pages 34 to 38 inclusive, but the said loan was assumed and is being paid off by the County of Huron exclusively.

6.—That by a resolution of the said county council, passed on the 27th day of June, A.D., 1857, and as appears at page 24 of the accompanying printed minutes for that year, the particular roads to be gravelled are specified, differing somewhat from the original report, omitting among others those highways on which the northern Gravel road was constructed.

7.—That before the said county gravel road scheme had been finally determined on, a certain joint-stock company was formed, under the name of the Northern Gravel Road Company, for the construction of about twenty-six miles of road, on the highways which had been originally designated as those which should be included in the general gravel road scheme.

8.—That in order to complete the said road, the said Northern Gravel Road Company borrowed from the Town of Goderich, on mortgage on said road, the sum of sixty thousand dollars ($60,000), which we believe to have been honestly expended in the construction of said road.

9.—We beg leave to refer to and use the statements contained in the paper herewith sent, signed by John Macdonald, Ira Lewis and William Young, that we have read said statement and as most of the facts therein stated are personally known to us we can corroborate such statements.

10.—That in the year 1857, the county council abandoned the idea of constructing some of the gravel roads leading to the Town of Goderich, but in two or three years afterwards made an appropriation for the expenditure of some money on them but in no case were they made or intended to be made such durable and substantial roads as the other regular county gravel roads.

11.—That at the last meeting of the county council for the said County of Huron a by-law was passed of which the annexed paper marked "B" is a copy certified to be such by the County Clerk.

12.—That the annexed paper marked "C" is a certified statement of the moneys paid by the town towards liquidating the debt created for the gravel road scheme.

13.—That the annexed paper marked "D" is a certified statement of the amounts received by the town from the Northern Gravel Road Company.

14.—That the map of the County of Huron sent herewith shews in *red* lines the county gravel roads under said scheme and the *blue* lines, the line of road of said company from which it will be observed how large a proportion of the people of the County of Huron had no county gravel roads but had to rest satisfied with paying their share of the county taxes without ever receiving any corresponding benefits in the shape of gravel roads or otherwise.

On these facts we submit and contend,

(1.)—That the town has paid its share of the loan for railway purposes and cannot be considered a defaulter in respect thereof.

(2.)—That the town has also paid its share of the money borrowed for gravel road purposes amounting to $26,850, although as appears by the county clerk's statement only the sum of $2,568 of the loan has been expended in the town.

(3.)—That the $60,000 lent the Northern Gravel Road Company was expended beyond the town and in reality for county purposes.

(4.)—That had the town not expended that money the county would necessarily have done so, and as an evidence of that the council considered their duty in that respect, we refer to the by-law lately passed granting $2,000 for one year to the town and the agreement contained in it on the part of the county to expend $2,500 during that time in keeping the road in repair, in consideration of which the town so far relinquished their right to exact tolls.

(5.)—From the by-law submitted to the people for the purchase of said northern gravel road by the county it will appear that the county council always considered the said road as one that would have been made a county road.

(6.)—That more than double the amount of all the moneys the town ever received from the Gravel Road Company has been paid to the Government, thus shewing that the town has not attempted to withhold from the Government moneys received from the company.

(7.)—We submit further that it would be unjust, inequitable and oppressive to compel the town to repay the said sum of $60,000 and interest (except in so far as the same has been reduced by the payments made by the company to the town) which principal sum has actually been expended for general county purposes, and not for improvements in or about the town.

(8.)—That independently of that reduction of the indebtedness of the town we claim that in justice we are also entitled to a pro-rata distribution of the county appropriation of the surplus revenues of the Province.

(9.)—That unless we receive such reduction, the town will be unable to pay the Government any such annual sum as would eventually discharge the debt of the town—that our prosperity would in consequence be retarded and our enterprises which are now struggling for an existence will be seriously prejudiced and impaired if not entirely destroyed.

(10.)—That unless such a reduction of the said debt be made as will leave such a balance as the town can reasonably expect to pay and the Government to receive, the interests of the Government as well as the town will be very seriously injured.

(11.)—That considering the fact we as a town have aided every great enterprise whether railway, gravel road or otherwise, that has tended to the prosperity of the county generally and for which moneys had to be borrowed, we think it would be unfair now to compel us in fact to contribute again.

(12.)—We further claim to have our debt as a matter of right reduced by the amount which we contend should have been placed to the credit of the town by the Government as our share of the Clergy Reserve Fund, which has not been done.

For the Town of Goderich,

(Signed), HORACE HORTON,
Mayor.

J. S. SINCLAIR,
Delegates Appointed.

"A."

Schedule, showing the amount the Town of Goderich paid towards the liquidation of the $300,000 borrowed from the Municipal Loan Fund by the united Counties of Huron and Bruce, and invested in the Buffalo, Brantford and Goderich Railway.

A. D.	1855	$3690
	1856	1946
	1857	1709
	1859, for two years	3047
	1860	1013
	1861	1004
	1862	906
	1863	989
	1864	961
	1865	828
	1866	821
	1867	992
	1868	999
	1869	934
	1870	858
		$20,697

Certified to be correct, as extracted from the minutes of the Council.

(Signed,) PETER ADAMSON,
County Clerk.

County Clerk's Office,
Goderich, December 30th, 1872.

"B."

No. 9. BY-LAW. 1872

To abolish the toll-gates in the County of Huron, for the year A. D. 1873, and to assume certain roads within the said county.

Whereas the Council of the Corporation of the County of Huron, has decided to abolish the collection of tolls on the county gravel roads, *and with a view of doing justice to every municipality in the county*, has agreed to pay the council of the Town of Goderich the sum of $2,000, for abolishing the toll-gates on the northern gravel road, for the year 1873, and to assume the hereinafter mentioned roads:

Be it therefore enacted by the Council of the Corporation of the County of Huron, and it is hereby enacted:

1st. That the sum of two thousand dollars be paid to the Town of Goderich, in consideration of abolishing the toll-gates of the northern gravel road for A. D. 1873;

2nd. That the council of the County of Huron assume the following roads to be *repaired under the supervision of the county engineer*, together with all those roads at present repaired by the county, viz:—

The continuation of the northern gravel road to the Market Square, Goderich;

The Huron Road from the Perth boundary to the Market Square, Goderich;

The Bayfield Road, from the Village of Bayfield, to the Market Square, Goderich;

The Ashfield Road;

The extension of the Seaforth Road to the Bruce boundary;

The extension of the Clinton Road, from Wingham to the Bruce boundary, together with one-half repairs on one and a quarter mile along said boundary;

A section of road commencing at Mr. Day's Hotel, on the Howick boundary, and extending five miles eastward, through said township;

A section road extending from the Village of Crediton to the London road;

A section road extending from the Village of Zurich to the London road;

That the county expend a sum not exceeding two thousand five hundred dollars in repairing the northern gravel road during the year A. D. 1873;

That the toll-gates be abolished and By-law No. 7 of 1870, imposing certain rates of tolls to be collected at the several gates, be and is hereby repealed;

That this By-law shall come into force and effect from and after the 31st day of December next.

ARCHIBALD BISHOP,
Warden.

Passed 7th December, 1872,
PETER ADAMSON,
County Clerk.

Certified to be a correct copy,
PETER ADAMSON,
County Clerk.

[Seal.]

"C."

Statement, showing the amount the Town of Goderich paid towards the liquidating the $120,000 raised by the sale of county debentures, for the purpose of making gravel roads, of which amount only $2,568 was expended within the corporation of the Town of Goderich.$262,263 of this amount being still due by the county, of which the town must continue to pay its proportion.

A. D. 1858	$2108
1859	3290
1860	2770
1861	2080
1862	2386
1863	1732
1864	1955
1865	2277
1866	2302
1867	1569
1868	1600
1869	747
1870	685
1871	680
1872	669
Total,	$26,850

Certified to be correct, as extracted from the minutes of the council,

PETER ADAMSON,
County Clerk

County Clerk's Office,
Goderich, December 30th, 1872.

"D."

Moneys received by the Municipality of the Town of Goderich, from the Northern Gravel Road Company, on account of money borrowed by said company from the town, out of the loan from the Government Municipal Loan Fund, to the said Town of Goderich.

		$. cts.
A. D. 1858,	To cash paid the Town Treasurer as above	1,200·00
1859	" " " "	2,451·00
1860	" " " "	600.00
1861	" " " "	2,761·00
1862	" " " "	1,561·83
1863	" " " "	2,523·39
1864	" " " "	2,532·98
1865	" " " "	3,115·45
1866	" " " "	2,579·85
1867	" " " "	
1868	" " " "	816·66
1869	" " " "	2,916·64
1870	" " " "	2,849·98
1871	" " " "	4,000·00
	Total,	$29,908·78

That the above is a true statement of the moneys received by the Town of Goderich, on the account herein set forth, and that it is a faithful extract, made by me from the Treasurer's books of the said municipality, is certified by

(Signed,) CHARLES FLETCHER,
Treasurer of the Municipality of the Town of Goderich.

Goderich, dated this 30th December, A. D. 1872.

We, the undersigned, who were shareholders and directors of the Northern Gravel Road Company, incorporated under the Act respecting joint stock companies for the construction of roads and other works in Upper Canada, beg leave to represent:—

1. That on the day of , in the year of our Lord 185 , the said company was duly incorporated by us, the said John Macdonald, Ira Lewis, and William Young, and the late John Galt and George Brown, as sole stockholders and directors thereof:

2. That the capital stock of the said company was one hundred thousand dollars aportioned in sums of twenty thousand dollars to each of said directors:

3. That the said road was eventually located on the principal leading highway to the Town of Goderich from the County of Bruce, and the Townships of Ashfield, Wawanosh, Colborne, and a good part of Hullett; that the same was made from Goderich to the Village of Lucknow, situate on the line between the Counties of Huron and Bruce, a distance of twenty-one miles, with a branch from a point on said road about seven miles from Goderich, known as Smith Hill, to a point known as Manchester Bridge, being about five miles from the said Smith's Hill, in an easterly direction:

4. That after our incorporation as aforesaid, the said company, not having sufficient means with which to complete the said road, applied to the corporation of the Town of Goderich for assistance, which, after negotiation, was given to us; that the said corporation of the Town of Goderich agreed to lend and did lend us the sum of sixty thousand dollars, to complete the road, taking a mortgage for each sum thereon :

5. That the said mortgage was drawn up, payable with six per cent. interest and with two per cent. of a sinking fund, so as to have the receipts from the company under that mortgage meet an equal share of the moneys the town had borrowed of the then Government of Canada under the Municipal Loan Funds Acts:

6. That all the money which the said company received from the town, amounting to sixty thousand dollars aforesaid, was duly applied in the construction of the said road under

the powers vested in the said company, and was not in any way misapplied or misappropriated by any of the said directors or any officer of said company:

7. That the said road was commenced if not wholly completed before the commencement of the work of making county gravel roads under the scheme of the county council; that had we known that the county council meditated or intended, carrying through such a system of county gravel roads as they afterwards did, we should not have formed the said joint-stock company:

8. That it has always been considered by the county council that, under any circumstances, the highways on which the said road was made would have been necessarily selected and used for the purposes of the county council scheme, and would have been constructed and made gravel roads under the said scheme that was afterwards adopted and carried out:

9. That from the said road being the leading road to Goderich the then and for many years afterwards the county town of the united Counties of Huron and Bruce, and as forming a connecting link for land travel between the two counties, and from its position and its utility and convenience to the great mass of the people of the townships we have mentioned, who largely contributed to the county funds in the way of taxes, it undoubtedly would have been made as a county road, and been paid for out of the general county funds:

10. That the contract price of the said road, independently of any extras or other outgoings or necessary expenses, was three thousand dollars per mile:

11. That each of the directors lost very heavily out of their own pocket for the stock subscribed in said company, and it never was remunerative:

12. That the Directors struggled on against adverse circumstances for many years, and from the position of the road and other reasons by far the greatest proportion of the receipts of the tolls had necessarily to be applied in repairs, and in consequence of which the payments to the town under the said mortgage fell in arrear:

13. Matters continued on in this way for some time, when, on representation to the county council, about two years ago, a by law was passed, recognizing the justice of the county assuming the said road, which by-law, on being submitted to the people, was rejected: that such rejection was chiefly in consequence of the strong vote polled in those municipalities which had been supplied by gravel roads at the general expense under the said county scheme;

14. That the said company afterwards found things going so hard against them, made overtures to the said town corporation for the acceptance by the town of the road on the said corporation granting a discharge of the mortgage and of some collateral securities from some of the individual directors of the company and the said town about the month of October, in the year 1871, accepted the said road and released the said securities:

15. That the said road has been a great boon to a large portion of the people of the County of Huron, but proved a total loss to the stockholders, not only in stock, but for moneys which they had otherwise to pay to keep the road in reasonable repair.

Dated this 31st day of December, A.D. 1872.

(Signed) Ira Lewis.
William Young.

County Clerk's Office,
Goderich, January 2nd, 1873.

We the undersigned have examined the Northern Gravel Road extending from Goderich to Lucknow and from Smith's hill to the boundary line of Wawanosh. and believe the whole twenty-five miles to be worth the sum of forty-three thousand and fifty ($43.050 00) dollars.

(Signed)
Geo. McPhilips, *P.L.S.*
A. Bay, *County Engineer and P.L.S.*

These surveyors were appointed to value the road by resolution of the county council and reported as above. The annexed by-law was submitted by the council for the purchase of the road to the ratepayers of the county and rejected.

Certified to be a true copy.

(Signed)

PETER ADAMSON,
County Clerk.

BY-LAW No. 1870, to raise by way of loan the sum of forty thousand dollars for the purposes therein mentioned.

Whereas the Council of the Corporation of the County of Huron, have resolved to purchase the Northern Gravel Road, and abolish the collection of tolls on all the gravel roads in the County of Huron, from and after the first day of January next:

And, whereas to carry into effect the said recited object, it will be necessary for the council of the said corporation to raise the sum of forty thousand dollars in the manner hereinafter mentioned.

And, whereas it will require the sum of four thousand four hundred dollars to be raised annually, by special rate for the payment of the said debt and interest as also hereinafter mentioned:

And, whereas the amount of the whole rateable property of the said Municipality of Huron, irrespective of any future increase of the same, and irrespective of any income to be derived from the temporary investment of the sinking fund hereinafter mentioned or any part thereof, according to the last revised and equalized assessment rolls of the said municipality, being for the year one thousand eight hundred and sixty-nine was twelve millions nine hundred and sixty thousand four hundred and sixty-three dollars:

And, whereas the amount of the existing debt of the said municipality is as follows:— Principal, two hundred and fifty-nine thousand eight hundred and thirty dollars, for Gravel Road Debentures, bearing interest at the rate of six per cent. per annum. And two hundred and fifty-three thousand dollars to the Municipal Loan Fund, bearing interest at the rate of six per cent. per annum, upon which last-mentioned debt, there has been paid one hundred and ninety-one thousand two hundred and nine dollars, making in the aggregate as the actual indebtedness the sum of three hundred and twenty-one thousand six hundred and twenty-one dollars, upon which there is no interest in arrear; the annual interest to be paid on the said debt is thirty thousand seven hundred and sixty-nine dollars and eighty cents:

And, whereas for paying the interest and creating an equal annual Sinking Fund, for paying the said sum of forty thousand dollars, and interest as hereinafter mentioned, it will require an equal annual special rate of seventeen-fiftieths (17-50) of a mill in the dollar in addition to all other rates and taxes to be levied in each year:

Be it therefore enacted by the Council of the Corporation of the County of Huron:—

1st. That it shall be lawful for the warden for the time being of the said last mentioned corporation to raise by way of loan from any person or persons, body or bodies corporate, who may be willing to advance the same upon the credit of the debentures hereinafter mentioned, a sum not exceeding in the whole the sum of forty thousand dollars, and to cause the same to be paid into the hands of the treasurer of the county aforesaid for the purposes and with the object above recited.

2nd. That it shall be lawful for the said warden to cause any number of debentures to be made for such sums of money, not less than one hundred dollars each, and that the said debentures shall be sealed with the seal of the said corporation, and be signed by the said warden.

3rd. That the said debentures shall be made payable in twenty years at furthest from the day hereinafter mentioned for this by-law to take effect either in London in England, or some place in Canada to be designated in the said debentures and shall have attached to them coupons for the payment of the interest half yearly.

4th. That the said debentures and coupons shall be made out in either sterling money or the currency of this Dominion at the option of the said warden, so that the whole amount of said debentures shall not exceed the before mentioned sum of forty thousand dollars, and they shall bear interest at the rate of six per cent, per annum, which interest shall be payable on the first days of July and January in each and every year during the continuance of the said debentures at the place where the said debentures are made payable.

5th. That for the purposes of forming a sinking fund for the payment of the said debentures and the interest at the rate aforesaid to become due thereon an equal special rate of seventeen-fiftieths (17-50) of a mill in the dollar, shall in addition to all other rates and taxes be raised, levied and collected in each year upon all the rateable property within the County of Huron, during the continuance of the said debentures or any of them.

6th. That this by-law shall take effect and come into operation upon the first day of January, A. D. one thousand eight hundred and seventy-one.

7th. That the votes of the municipal electors within the said County of Huron on this by-law shall be taken at the day, hour and places as follows:—That is to say, on Monday, the fourteenth day of November, A. D. 1870, to commence at the hour of nine o'clock in the forenoon, and that the polls shall remain open until five o'clock in the afternoon of the same day, at the following places within the several municipalities in the said County of Huron, to wit:

IN THE TOWNSHIP OF ASHFIELD.

Division No. 1, at Hugh Chambers' house, Hugh Chambers, Returning Officer. Division No. 2, at School House, Section No. 9, Robert McGrory, Returning Officer. Division No. 3, at School House, Section No. 6, Robert Webster, Returning Officer. Division No. 4, at Kingsbridge School House, Maurice Dalton, jr., Returning Officer. Division No. 5, at Dungannon School House, John Cook, Returning Officer.

IN CLINTON.

At Core's Hall, John A. Nelles, Returning Officer.

IN COLBORNE.

At the Town Hall, James Tuesley, Returning Officer.

IN GODERICH TOWN.

St. George's Ward, at Daniel Gordon's Shop, on Wellington Street, Daniel Gordon, Returning Officer. St. Patrick's Ward, at Firemen's Hall, East Street, Samuel Pentland, Returning Officer. St. David's Ward, at Victoria Hall, Crabb's Block, Kingston Street, Benjamin Hazlehurst, Returning Officer. St. Andrew's Ward, at Alexander Wallace's Shop, West Street, Frederick Bluett, Returning Officer.

IN GODERICH TOWNSHIP.

Division No. 1, at Union School House, Murdock Gordon, Returning Officer. Division No. 2, at Duggan's Corners, James Patton, Returning Officer. Division No. 3, at School House, 4th Concession, Thomas Woods, Returning Officer. Division No. 4, at James Richardson's house, James Richardson, Returning Officer. Division No. 5, at Homesville, John Rudd, Returning Officer.

IN GREY.

Division No. 1, at Lot 19, 1st Concession, School House, Robert Laidlaw, Returning Officer. Division No. 2, at Lot 6, 11th Concession, John Grant, Returning Officer. Division No. 3, at Lot 5, 15th Concession, John Sillers, Returning Officer. Division No. 4, at Lot 29, 12th Concession, James McNairn, Returning Officer. Division No. 5, at Lot 23, 7th Concession, Lawrence Dobson, Returning Officer.

IN HAY.

Division No. 1, at Town Hall, Zurich, William Wilson, Returning Officer.

IN HOWICK.

Division No. 1, at Orange Hall School House, George Dane, Returning Officer. Division No. 2, at Lot 25, 13th Concession, Ezekial Phair, Returning Officer. Division No. 3, at Noice's Building, Fordwich, John Corbett, Returning Officer. Division No. 4, at Gorrie School House, Richard Robinson, Returning Officer. Division No. 5, at Old School House, Wroxeter, William Lawrie, Returning Officer.

IN HULLETT.

Division No. 1, at Brunsden & Whenam's Waggon Shop, Londesborough, James Braithwaite, Returning Officer. Division No. 2, at John Williams' Waggon Shop, Kinburn, Thos. Sloan, senr., Returning Officer.

IN MCKILLOP.

Division No. 1, at School House, Section 5, William Evans, Returning Officer. Division No. 2, at Lot 26, 9th Concession, John O'Sullivan, Returning Officer.

IN MORRIS.

Division No. 1, at Brown's Mill, Lot 11, 6th Concession, Thomas Holmes, Returning Officer.

IN SEAFORTH.

Division No. 1, at Council Room in Town Hall, T. B. Bull, Returning Officer.

IN STANLEY.

Division No. 1, at Temperance Hall, Varna, Thomas Cook, Returning Officer. Division No. 2, at old School House, Bayfield, Arthur Haacke, Returning Officer.

IN STEPHEN.

Division No. 1, at Town Hall, Crediton, Chester Prouty, Returning Officer.

IN TUCKERSMITH.

Division No. 1, at School House, Section No. 1, James Murray, Returning Officer. Division No. 2, at School House, Section 3, John Young, Returning Officer. Division No. 3, at School House, Section No. 4, William Fowler, Returning Officer. Division No. 4, at School House, Harpurhey, David Campbell, Returning Officer. Division No. 5, at School House, Egmondville, Hugh Chesney, Returning Officer.

IN TURNBERRY.

Division No. 1, at Lot 15, 7th Concession, James Johnston, Returning Officer.

IN USBORNE.

Division No. 1, at Town Hall, Elimville, Samuel P. Halls, Returning Officer.

IN EAST WAWANOSH.

Division No. 1, at School House, Lot 36, 9th Concession, James Tisdale, Returning Officer.

IN WEST WAWANOSH.

Division No. 1, at Lot 17, 7th Concession, James Scott, Returning Officer.

NOTICE.

The above is a true copy of a proposed by-law to be taken into consideration by the Municipal Council of the County of Huron, after one month from the first publication of the said by-law, in the *Huron Expositor* newspaper, the date of which publication was Friday, the twenty-first day of October, A. D. 1870, and that the votes of the electors of the said municipality will be taken thereon at the aforesaid polling places in the said County of Huron, on Monday, the 14th day of November, A. D. 1870, at and from nine of the clock in the morning, until five of the clock in the afternoon.

PETER ADAMSON,
County Clerk.

LANARK COUNTY COUNCIL OFFICE,
PERTH, 21st December, 1872.

SIR—I have the honour to enclose herewith a memorial to His Excellency the Lieutenant-Governor of Ontario in Council from the municipalities of the County of Lanark, County of Renfrew, Town of Brockville, and Township of Elizabethtown, relative to the indebtedness of the said municipalities for moneys borrowed under the Municipal Loan Fund Act.

You will please lay the same before His Excellency in Council, and oblige.

I have the honour to be,
SIR,
Your obedient Servant,
THOS. BROOKE,
County Clerk, Lanark.

Hon. T. B. Pardee,
Provincial Secretary, Ontario.

To His Excellency the Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant-Governor of the Province of Ontario in Council.

The Petition of the Councils of the County of Lanark, the County of Renfrew, the Town of Brockville, and the Township of Elizabethtown—

HUMBLY SHEWETH:

That in the year A.D. 1854 the Counties of Lanark and Renfrew, then being united, borrowed from the Municipal Loan Fund of the Province of Canada the sum of eight hundred thousand dollars; the Town of Brockville, four hundred thousand dollars; and the Township of Elizabethtown, one hundred and fifty-four thousand dollars.

That the said moneys, so borrowed, were loaned by the said municipalities to the Brockville and Ottawa Railway Company, to be used in the construction of the said railway, between the Town of Brockville and the Village of Pembroke, the said municipalities taking in security therefor a mortgage on the railway and rolling stock of said company.

That the said railway was built from the said Town of Brockville to the Village of Almonte, a distance of fifty-two miles, and a branch of twelve miles from Smith's Falls to the Town of Perth, when the funds of the said railway company were inadequate further to extend the said railway.

That by an Act, chapter 83, section 88, Consolidated Statutes of Canada, passed by the Legislature of the said Province of Canada, the liabilities of the said municipalities that borrowed from the said fund were placed in respect thereof at five cents on the dollar of the assessed yearly value of the said municipalities.

That by a further Act, 23 Victoria, chapter 109, of the said Legislature, the liability of the railway company to the said municipalities was reduced and limited to the amount of the liabilities of the said municipalities to the Government.

That the said railway company failing to further extend the said railway, or to pay to the Government the amount for which the municipalities were liable, as by the said Act required, in the year 1863 the management of the said railway was transferred to the present company, under an agreement whereby the last mentioned company were to extend the said railway to tap the Ottawa River, and from and after the year A.D. 1866 to pay yearly to the Government an amount equal to the said five cents in the dollar on the assessed yearly value of the said municipalities, and to protect and save harmless the said municipalities ever afterwards from the claims of the said Government in respect thereof.

That under that agreement the said railway company did extend the said railway to tap the Ottawa River at the Village of Sand Point, but otherwise failed to pay, and have not paid, any part of the said liabilities, either to the said municipalities, or to the said Government.

That the construction of the said Brockville and Ottawa Railway has been largely instrumental in opening up and settling a considerable portion of the country through which it runs, and would to a still greater extent have facilitated and promoted the settlement of a large tract of country had it been extended to Pembroke, as originally intended.

That, by opening a communication between the St. Lawrence and Ottawa Rivers, it has encouraged the lumber trade, and by the facilities it offers for imports and exports, has no doubt largely added indirectly to the revenues derived both by the Dominion and Ontario Governments, and has very largely benefited the whole of Central Canada, being one of the few railways running from the front-water communication of our country into the sparsely-settled lumbering districts of the back section ; and as a large part of the lumber supplies required by the lumbermen on the Ottawa are drawn from the western sections of the Province, *via* the Grand Trunk and Brockville and Ottawa Railways, the farming and mercantile interests of the west are largely benefited by this railway, for which we are specially held indebted.

That the said municipalities have not derived from the construction of the said railway any greater benefit than other adjacent municipalities, although the said adjacent municipalities are not held liable for any moneys used in the construction of the said railway.

That while numerous railway enterprises, and other works, whereby the public generally are largely benefitted, have received large grants of public moneys and lands from the Crown to aid in their construction, the Brockville and Ottawa Railway has never received any such aid, but has been built entirely with the moneys for which the municipalities are held liable, and by the capital invested by English capitalists.

That large sums of money have been appropriated by the Government of Canada towards the construction of the Grand Trunk Railway ; yet in no case are the municipalities through which that railway runs held responsible or liable to repay any part of that money to the Government.

That, at its last Session, the Ontario Legislature voted large sums of money to aid in the construction of railways running similar to the Brockville and Ottawa Railway; but your petitioners are not aware that the municipalities through which these projected railways are to run wlll be held liable to repay to the Government any part of the moneys so applied.

That in consequence of the charter granted by the Government of Canada to the Canada Central Railway, including, as it does, a large grant of Crown lands, the construction of that line has taken the place of the Brockville and Ottawa Railway from Sand-Point to Pembroke, and has thereby limited the security of the said municipalities for the moneys loaned to said Brockville and Ottawa Railway, to that part of the road between Brockville and Sand-Point.

That while many of the municipalities that borrowed largely from the Municipal Loan Fund expended the moneys borrowed by them in purely local improvements, the moneys borrowed by your petitioners have been expended in the construction of a railway that is a benefit to the Province of Ontario at large; and has been the means of opening up an extensive lumber trade, from which the Province of Ontario yearly derives a very large revenue.

That we desire to call especial attention to the case of the people of the County of Renfrew, who are equally implicated with the County of Lanark in their liability to the Municipal Loan Fund, while there is only some six miles of the Brockville and Ottawa Railway constructed within the County of Renfrew, and the charter of the said railway having lapsed as far as regards that portion of the road between Sand Point and Renfrew, there can be no further extension of that road, consequently the County of Renfrew has not, and will not, realize that benefit from the Brockville and Ottawa Railway which the people of that county anticipated at the time they became liable to the Government under the Municipal Loan Fund Act.

That in any legislation as to the relief of these municipalities, and the Brockville and Ottawa Railway Company, your petitioners are of opinion that the Clergy Reserve Moneys retained, as also the share of the surplus about to be distributed (if the same should be withheld from these municipalities), ought to be considered as an amount for which the Brockville and Ottawa Railway Company should be held liable to these municipalities.

That the payment of the said five cents in the dollar of the assessed yearly value of the said municipalities would impose a burden which the residents of the said municipalities could ill afford to bear.

That the said railway company, if oppressed by the said municipalities for the payment of the said liabilities, would, we have reason to believe, be seriously damaged and and embarrassed, and its usefulness and public convenience thereby seriously injured.

That, in view of these facts, your petitioners deem it to be unjust to impose the burden of the said indebtedness on the said municipalities; and therefore pray that you will release the said municipalities from the payment of the same, and from the payment of all other claims which the said Government hold against the said municipalities in connection with the said loan.

And your petitioners, as in duty bound. will ever pray.

To the Honourable Oliver Mowat, Attorney-General, &c., &c.

When the deputation from the municipalities of Lanark and Renfrew, Elizabethtown and Brockville, had the honour to place before you their memorial, you were pleased to request that a statement of facts then verbally given should be submitted in writing. In addition to the memorial we have therefore the honour to submit as follows:

That the Brockville and Ottawa Railway Company, we are informed, have made over to the Canada Central Railway Company that part of the Brockville and Ottawa Railway between Carleton Place and Sand Point, but whether by absolute transfer or lease we have no positive information and cannot definitely state.

And that almost the entire stock of the Canada Central and Brockville and Ottawa Railways are owned by Messrs. Bolckow and Vaughan, who are the English stockholders, the Canada Central taking the place of the Brockville and Ottawa Railway from Carleton Place upwards in order to secure the special advantage granted by the charter of that company. And it is very desirable in the interests of the counties and the country that the Canada Central Railway should be extended to Pembroke with as little delay as possible, when the County of Renfrew would then also enjoy the railway accommodation intended when it became liable with Lanark to the Municipal Loan Fund.

The Brockville and Ottawa Railway between Brockville and Sand Point is also in a very bad and dangerous state of repair, as shown by the report submitted with the memorial of the company. We are of opinion, that in case the municipalities are required to relieve the Brockville and Ottawa Railway to the same extent that the municipalities may themselves be relieved by the Government, it should be made a condition precedent to the relief of the company, that the Brockville and Ottawa and Canada Central Railway Companies complete the Canada Central Railway to Pembroke within two years. And also place in a thorough state of repair the road from Brockville to Sand Point and provide and place upon the road rolling stock ample to accommodate the trade of the country. Were the Brockville and Ottawa Railway placed in a good state of repair and supplied with the necessary rolling stock and the Canada Central Railway completed to Pembroke, as above set forth, a large part of the pine now exported in square timber, as also a very large quantity of inferior timber now left to rot and waste in the woods, would be manufactured into sawn lumber by mills which would undoubtedly be erected at Pembroke and the country above it. That in the report of the Hon. E. B. Wood on the Municipal Loan Fund, he infers from information communicated to him by the Treasurer of the County of Renfrew, that the Brockville and Ottawa Railway Company have paid to Lanark and Renfrew sums of money from time to time to be distributed among the municipalities in those counties, while the facts are that the sums so paid is simply a refund to be made in fifteen years without interest of moneys collected from the ratepayers of the counties and paid to the Government on behalf of the railway company.

In July, 1853, a by-law was adopted by the ratepayers of Lanark and Renfrew, the Town of Brockville and the Township of Elizabethtown, under which the loans to municipalities from the Government were to be made, to be by them loaned to the Brockville and Ottawa Railway Company.

The ratepayers were assured that the road would be constructed by a wealthy company in England to whom the contract was to be given; that the most ample security would be obtained for their due fulfilment of their obligations to the railway company; that the municipalities would be running no risk, as the interest on the debentures and two per cent. for a sinking fund would be paid by the company as it fell due. All that was asked from the municipalities, to secure the construction of a railway from the St. Lawrence at Brockville to Pembroke on the Ottawa, was simply a guarantee to the Government under the Municipal Loan Fund Act for the repayment of the amount to be borrowed.

A contract was entered into with the firm of Sykes De Bergue and Company of England, contractors, who were to receive in payment for the work done as shewn by the estimates of the company's engineer, one-third in stock and one-third in bonds of the company, the remaining third in Municipal Loan Fund debentures.

The municipalities were further assured, that the gentlemen who had been offered as securities by the contractors and accepted by the company, were men of great wealth and high standing in England, and it may be remarked, that had it not been for the implicit faith placed in the due fulfilment on the part of the company of the terms of their agreement with the municipalities, the ratepayers would never have incurred the responsibility which has secured to the country the construction of the railway, and it can be truthfully added, that portion also of the Canada Central which has been built and is now in operation.

Work was commenced on the railway and a large expenditure of municipal funds took place under the provisions of the contract, but the unfortunate death of the principal contractor led to the final abandonment of the contract, the firm being either unable or unwilling to continue the work. It was then found that the company had been entirely misled as to the standing and availability of the securities they had accepted. About one-fourth of the loan had been withdrawn from the Government and a great part of it absorbed in the work. Interest was accruing on the debentures, unless the road could be extended to the Ottawa River, the work done and the money expended would be a total loss to the municipalities and the company, and it was feared that the Government would withdraw the balance of the loan and appropriate it to other municipalities who were applying for aid at the time.

About 1856, after considerable discussion and time spent on deciding what was best to be done and on the company holding out the consideration that they would be able to secure other parties to go on with the work, it was determined by the municipalities, believing that they had funds enough on hand in the debentures, to extend the road to the Ottawa River that they would in the meantime go on with the work. No old debts of the company were to be paid out of the loan and the municipalities were to retain control of the money which was to be paid in certain fixed proportions to be determined by the engineers' estimate of the work done.

Several attempts were made by the company to place the road under contract, but they failed in being able to do so.

In the meantime the debentures were fast disappearing under the management of the company. The funds were finally exhausted and the terminus of the road had only reached the Village of Almonte, some seventy-two miles from Sand Point on the Ottawa River. Several attempts were made by the company to raise money in England for the further prosecution of the work. Acts of Parliament were passed with a view to place the company in a better position for that purpose. But all proved failures. Ultimately arrangements were made by parties in England, who held a large amount of the bonds of the company under which the necessary capital was raised for the extension of the road to Sand Point.

We desire to draw the attention of the Government to the general benefit accruing to the country from opening up direct communication with the large lumbering establishments in the Valley of the Ottawa, so far as the interests of the people of these municipalities are concerned, it has been attended with certain unfavourable results.

Previous to the construction of the road, these municipalities had almost the entire monopoly of the markets (at that time, and still the best in the Province) for agricultural produce of the Ottawa and its tributaries above Ottawa City. Since the railway has been built that market has been principally supplied from the western sections of Ontario, large quantities of wheat, flour, pork and oats being annually brought in by the lumbermen, thus enabling the farmers of the western part of the Province and elsewhere to secure access to that market, and in that respect avail themselves of all the benefits to be derived from the work for which our municipalities are alone held responsible to the Government.

We also desire to draw special attention to that part of the memorial, which we have had the honour to lay before you, setting forth the fact that the railway passed through certain municipalities which are not held liable, and skirts for a long distance the western side of the County of Carleton, passing through it near Arnprior, thereby enabling the inhabitants of a large portion of that country and those muicipalities to enjoy all the advantages to be derived from the use of the railway, in as great a degree as those municipalities who are held liable by the Government. We further contend that by affording facilities of easy access to the Crown Lands in the Ottawa Valley, by developing much more fully the timber trade of that section of the country, by the encouragement of mining, manufacturing and agricultural operations, by the largely increased population, and consequent increase in the public revenue by the large direct cash returns made to the Treasury of the Province, from the manufacture of sawn lumber on the line of railway, as shewn by the statement of Mr. Russell, of Ottawa, submitted to your Government with the memorial of the company, and the certainty which there is of a large and continuous increase from this source to the Government and people of the Province, highly beneficial to the general public, make the Brockville and Ottawa Railway a work of as great public utility, in proportion to the amount of public aid it has received, as is the Grand Trunk, and while the debt, caused by the loan advanced by the Government, to aid in the construction of that road has been virtually assumed by the country and must be borne by the people, the road is just as much a work of local interest to the section of the country through which it passes as the Brockville and Ottawa is to the municipalities indebted to the Government for its construction.

Assuming that the Government will calculate the Municipal Loan Fund indebtedness upon the basis provided in the amended Act of 1859, we respectfully submit that the amount which has been paid as interest by the municipalities and retained by the Government from the Municipal Fund, would be nearly a full equivalent for the interest which has accrued under the five cents on the dollar arrangement upon such reduced liability.

We further desire to call your attention to the arrangements made at the time of settlement with the Seignors of Lower Canada, under which a large amount was paid to Upper Canada and placed to the credit of the Municipal Loan Fund, which we submit should, in any general settlement of this question, incline the Government favourably towards the indebted municipalities, as reducing, to some extent, the original claim against them. We would also call your attention to the fact that the people in the non-borrowing municipalities have benefited largely by the payment to them of that portion of the municipalities' fund in addition to that they were properly entitled to receive, which has been withheld from the municipalities in debt to the Government.

We further beg to state that in addition to the amount of the Clergy Reserves Fund retained from the municipalities on account of this indebtedness to the Municipal Loan Fund, the difficulties in which the company became involved by reason of the failure of the first contractors and the subsequent action, taken with a view (as already stated) to connect the Ottawa with the St. Lawrence by rail, and make the large amount which had been expended upon the road fully available, inevitably led to a large expenditure of local funds, through the necessity which arose of having to call special meetings of the County Council of Lanark and Renfrew to attend to the frequent arrangements which had to be made with the company.

And the greatly increased length of time occupied by the council at its ordinary meetings, together with the expenses connected with the action of railway committees and delegations, which, extending as it did, over a period of nearly ten years, from the time of the failure of the original contractors, until the control of the road passed into the hands of the present management, had the effect of throwing upon those municipalities, through their connection with the railway company, a very large additional burden of expense altogether unforeseen and unexpected at the time the ratepayers sanctioned the loan to assist in the construction of the railroad.

Signed on behalf of the municipalities,

JAS. HENRY GOULD.
Warden, Lanark.
WM. MOFFATT,
Warden, Renfrew.

Toronto, January 14th, 1873.

BROCKVILLE AND OTTAWA RAILWAY,
SECRETARY AND TREASURER'S OFFICE,
BROCKVILLE, 21st December, 1872,

THE HON. T. B. PARDEE,
Provincial Secretary, Toronto:

SIR,—I have the honour to enclose you herewith a copy of memorial of the Brockville and Ottawa Railway Compeny to His Excellency the Lieutenant-Governor of Ontario, regarding claims in connection with the Municipal Loan Fund.

I am, Sir,
Your obedient servant,
(Signed,) G. LOWE, JR.,
Secretary and Treasurer.

To His Excellency the Lieutenant-Governor of Ontario, in Council.

The Memorial of the Brockville and Ottawa Railway Company,

RESPECTFULLY REPRESENTS:—

That in the year 1853, several influential persons conceived the project of opening up by the construction of a railway, the large tract of country lying between Brockville and the

Ottawa River; and having procured an Act of Incorporation for that purpose, they proceeded with the enterprize, with the aid of pecuniary advances from the local municipalities through which the line of railway ran, and subscriptions from individuals, believing at the time that the amount thus obtained, namely, the sum of one million three hundred and sixty thousand dollars from the municipalities, and the sum of two hundred and seven thousand four hundred and fifty-four dollars twenty nine cents from individuals, together with such amount of capital as could be raised by means of the bonds of the company, would be sufficient for the contemplated purpose.

That the said company proceeded with the said work, expending thereon the said advances and subscriptions of stock, together with a further sum of one million and fifty-one thousand six hundred and fifty-three dollars, the proceeds of the bonds of the company; but that the fund became exhausted on reaching Almonte, a distance of only fifty-two miles from Brockville, together with a branch line of twelve miles to the town of Perth, forming in all a distance of sixty-four miles.

That the municipalities in question exacted from the company a mortgage upon the railway, which took precedence over the bonds of the road and left stockholders entirely without security of any kind for the amount of their subscriptions; although the funds thus obtained from the municipalities, the bondholders, and the shareholders were alike employed in the construction of the railway.

That the road continued in operation to Almonte for some years, and it was found that the traffic afforded no prospect of paying either the municipalities who had a first lien on the road, or the bond or stockholders. That efforts were then made by this company to raise further capital, wherewith to extend the railway to the Ottawa River, but they all failed until negotiations were entered into with Messrs. Bolckow and Vaughan, iron manufacturers, of Middlesboro'-on-Tees, England, who had furnished the iron for the portion of the road already built, taking the company's bonds therefor, and who consequently held the larger portion of those bonds; and that arrangements were finally made with them to negotiate, and the necessary legislation obtained to allow of the issue of preference bonds for £60,000 stg., which would take precedence of all claims on the railway up to first January, 1867, and rank next after the municipal lien as a second mortgage on the railway, after that date. These bonds were subsequently taken at par by Messrs. Bolckow & Vaughan, and with the proceeds thereof the railway was extended to Sand Point, in 1854.

That the increased benefit conferred on the country served by this railway, and the advantages to this section, and to the Province at large, following on its extension to Sand Point, were of a magnitude fully appreciated by the population of the extensive section of country to which railway facilities were then afforded.

That as direct evidence bearing on the question as to the extent of such benefit to the country served by the railway, and to the Province at large, from the construction of this railway (See Appendix A*); a reference is requested to the annexed letter from Mr. A. J. Russell, Crown Timber Agent, Ottawa, with the statement accompanying the same, from which it appears that the increased revenue last year, attributable to the construction of this railway, amounted to sixty-one thousand three hundred and sixty-six dollars eighty-six cents, equal to nearly three times the amount of interest at five cents on the dollar on the total assessed annual value of real estate in the municipalities who loaned money to this company, which is all that can be collected annually, according to Act, 22 Vic., Chap. 83, Consolidated Statutes of Canada.

That, notwithstanding the increase in price of all labour and materials during the past fifteen years, this company has continued to carry freight and passengers at the same rates as previously, whereby the trade of this section, and the revenue of the Province, have been largely benefited.

That, in the year 1866, the necessary expenditure on the road absorbed all the surplus revenue, leaving the interest on the Preference Bonds unpaid, in consequence of which the holders thereof took possession of the road, and appointed their trustee to take charge of it; and that, shortly afterwards, a proposition was made by the stock and bondholders to reorganize the stock and bond debt, and reduce it to a sum upon which it was thought it would probably be within the earning power of this railway to pay a dividend. And by means of this proposition, which was finally agreed to and carried out, the amounts of the stock and bonds were reduced, some to ten cents in the dollar, others to twenty-five cents in the dollar, and others to fifty cents in the dollar on condition that the bondholders restored the management to the stockholders.

That, by this arrangement, the bonds and stock were reduced as follows :—

The bonds, including interest, from	$1,161,193 84	to	$406,958 46
The stock from	207,454 29	to	20,745 42

The reduced amount to be taken in a non-interest bearing stock of the company, created by this Act of reorganization passed in 1868.

That it is thus evident, that while the Government, by the Act respecting the Consolidated Municipal Loan Fund, 22 Vic., chap. 83, Consolidated Statutes of Canada, limited the amount which could be raised in any municipality on account of the claim of the said fund upon this railway, to an amount equal, when capitalized, at six per cent., to about 43 3-10 per cent. of the original loan, less the amount received by Government on account thereof, according to the assessed annual value of property in these municipalities in 1871. It is also evident that the Government of this Province has been deriving a large positive benefit, due to the construction of this railway, through the increase in the revenue from timber limits, developed by the railway, equal this year to about five per cent. on the original loan, apart from, and in addition to, the large amount which it has received through the Clergy Reserves Moneys retained, and in interest paid by the municipalities ; and it has also derived an indirect benefit, as is proved by the large amount of traffic done on this railway, and the consequent facilities given to the trade of the Dominion in general, and this Province in particular ; whereas the stock and ordinary bondholders have reduced the amount contributed by them towards the construction of the railway to 33 9-10 per cent., and have derived no benefit whatever, either directly or indirectly, from this enterprise. (See App. E.)

That the company, being desirous to fulfil its obligations to the Municipal Loan Fund, and to the municipalities, has, for several years past, endeavoured to create a reserve fund, from which to pay such sum as might be finally demanded of them on their behalf, although they believe that the equitable claim of the said company, and of the said municipalities, to be relieved from the said indebtedness, was as great as that which could be urged by any municipality in the Province of Ontario ; and although they hope that such claim will ultimately be recognized by the Government of Ontario ; but that—although for a time they succeeded in accumulating a small amount of money as constituting such fund—they have found that the exigencies of the traffic, and the deterioration of the railway and its appurtenances, by use, has been so great that they have been obliged not only to expend the entire revenue of the railway, in attempting to keep it in such order as to be useful and safe for the conveyance of passengers and freight, but to incur debts and obligations exceeding the amount of the fund which they have so reserved ; and that, notwithstanding such expenditure and indebtedness, the said railway now falls far short of that safety which its traffic should have, or that accommodation to its traffic which the public demands ; in proof of which reference is requested to a letter from Mr. Samuel Keefer, the eminent civil-engineer, giving the results of his recent examination of the railway. (See Appendix C.)

That, according to Mr. Keefer's letter, the cost of renewals absolutely necessary during the next twelve months, to put the road in good working order, will amount to seventy thousand dollars, and the cost of rolling stock about one hundred and twenty-two thousand dollars, which will all have to be provided for out of the revenue of the road, or by those interested in the railway.

That large expenditures were made on various public works about the time the Brockville and Ottawa Railway was built, and among others the Grand Trunk Railway, the Great Western and Northern Railways received aid varying from two and a-half million dollars to fifteen million dollars from the Government ; and that the Government lien on the Grand Trunk and on the Northern Railways has been so changed as to be virtually abandoned ; thus recognising that it was desirable, and in the interest of the country, to extend Government aid to such enterprises, and also that the claims of individuals who derived no direct or indirect benefit from their investments in those railways had an equitable claim to precedence over the claims of the country generally to which such indirect benefit has so largely accrued.

That none of these railways or public works had a greater tendency to develop the trade of this Province and of the Dominion than this railway, as it afforded railway facilities to a territory inaccessible by other means of communication than ordinary roads, opened up for settlement large tracts of Crown lands, developed a new field in the lumber trade by giving an outlet for sawn lumber, facilitated the supplying of lumbering establishments, thereby further developing the square timber trade, and otherwise contributed in many ways to the general prosperity and progress of the Province and of the Dominion at large, and more particularly of the section of country traversed by the railway.

That in proof of the assertion that the lumber traffic has been largely developed, and the revenue of the Province and of the Dominion greatly increased thereby, it is only necessary to refer to the accompanying statement o f Mr. Russell before referred to. (See Appendix B) showing that the income derived from the cut of saw logs and boom timber alone in the territory served by this railway, has increased from *nil* in 1863 to sixty-one thousand three hundred and sixty-six dollars eighty-six cents in 1872, all of which increase is, according to the unbiased evidence produced, attributable to the construction of this railway; the Province thereby deriving an increase of its revenue, which amounts this year to nearly three times the amount it could collect from the municipalities as interest, and which it would not otherwise be paid; while the individual stockholders receive nothing on a larger sum invested in the undertaking than the total amount contributed by the municipalities.

That your memorialists respectfully submit that this Province has derived a great increase of revenue from the construction of this railway; that other municipalities have benefited, some in a greater and others in a lesser degree, than those which extended aid to this company, and that these facts should exercise great weight with your Excellency in Council, in inducing you to relieve the said municipalities and this company from the payment of the whole or any portion of the moneys loaned through the Municipal Loan Fund to these municipalities, and by them to this company, or of the interest thereon. And your memorialists are confirmed in this opinion by the liberal and far-sighted policy of your Government in extending aid to projected railways; and further, your memorialists cannot believe that it will be consistent with that policy to virtually deprive on the one hand the capitalists interested in this railway of the property they assisted in building up at a time when such enterprises had to struggle with great difficulties and were even more needed for the development of the trade of the Province than at present; while, on the other hand, they are offering to capitalists large bonuses in aid of precisely similar enterprises yet to be built, or now in course of construction.

That the foregoing clearly demonstrates, among minor points,—

First.--That the total amount of capital invested in this railway by individuals exceeds the amount of capital loaned by the municipalities to this railway company.

Second.—That the capital of those individuals has been reduced from $1,660,648 00 to $719,704 00, while the capital of the muncipal loan has been reduced by the five cents in the dollar Act from one million three hundred and sixty-five thousand two hundred and one dollars to four hundred and seventy-six thousand four hundred and seventy-six thousand four hundred and twenty-eight dollars, according to assessment of 1871.

Third.—That the Government and the municipalities have been receiving a large, direct and indirect, benefit, while the individual stockholders have received nothing, directly or indirectly, from the operation of this railway.

Fourth.—That large sums of money have been advanced by the Government of Canada and of this Province to other railways, and the security given by those companies either virtually relinquished altogether or placed after the claims of individuals interested therein, and that none of the enterprises so aided have contributed more largely to benefit this Province than has this railway.

Fifth.—That every effort has been made by this company to carry out the original intentions in connection with the municipal lien without success.

Sixth.—That this railway Company has run so deeply in debt, in its efforts in this direction, that it is next to an impossibility for it to meet any payments on this account, and that while the municipal lien exists upon it, its credit is destroyed, and it is therefore unable even to bring its railway up to such a good working condition as will allow the company to accommodate the growing trade of this section.

Seventh.—That large pecuniary inducements are now offered by the Ontario Government in aid of new enterprises, whereas the Brockville and Ottawa Railway has been in operation for fourteen years, and during the whole of that period it has been doing what it is expected the new enterprises will do, viz.:—developing the resources of this Province and of the Dominion, and that this company therefore, as it most respectfully urges, is entitled to receive all the aid and encouragement from the Government that it is possible for them to extend to it.

Eighth.—That the surplus set aside with the best intentions and most earnest desire on the part of the company to meet its engagements is now absorbed, and will not be sufficient to put the road in good order and furnish the necessary amount of rolling stock.

Ninth.—That the increased amount received from timber limits, owing, according to their own official's statement, to the construction of this road, has paid the Government in the past year nearly three times the amount they could collect from the municipalities, and will ultimately, no doubt, repay the Government the whole amount of the original loan.

Tenth.—That the revenue derived directly by this Province during the past year—attributable to the construction of this railway—is equal to thirteen per cent. on the municipal debt as fixed by the Act of 1859, and there is every indication that the revenue derived from this source will continue to increase in the same ratio as in the past.

Eleventh.—That the equity of postponing the claims of the country, which has largely benefited by the construction of a great public work, to the claims of individuals who have equally contributed to its construction, but without deriving any benefit whatever, has been fully recognized on several occasions under circumstances similar to this one where the whole benefit from the enterprise has accrued to the public only, and not to the individual shareholders and bondholders.

Your memorialists therefore respectfully ask the most earnest consideration of your Excellency for the foregoing representations, and urge that their prayer for the total release of the municipalities and of the company from all responsibility for the whole amount or any portion of, or the interest on the loan made by the municipalities of Lanark, Renfrew, Elizabethtown, and the Town of Brockville, to this railway company, may be granted.

All which is respectfully submitted.

H. Abbott,
President.

G. Lowe, Jr.,
Secretary.

(Copy.)

APPENDIX A.

Crown Timber Office,
Ottawa, 31st October, 1872.

Dear Sir,—I received yours of the 24th instant, and now enclose the statement you desire, showing the revenue to the Province of Ontario derived from saw logs and boom timber cut by certain saw-mill owners annually, from 1862 to 1872 inclusively, who depend upon the Brockville and Ottawa Railroad for the exportation of their sawed lumber.

With the exception of the small proportion contributed to meet the demand for local consumption, in addition to that supplied by the small saw mills of the country, the cutting of the saw logs shewn in this statement may be considered as having been caused by the railroad, and the greater part of the duties derived from them may be taken as increased revenue for the above mentioned years respectively, occasioned by the railroad, as it has been accompanied by no considerable reduction in the quantity of square timber produced in the years mentioned in the same section of country.

It has to be borne in mind that a great proportion of the saw logs cut in this agency is from trees wholly unfit to be made into square timber from crookedness, partial defects, or from being undersized, and the manufacture of saw logs gives them a value and yields a large additional revenue to the Crown.

I remain,
Dear Sir,
Yours very truly,
(Signed) A. J. Russell.

H. Abbott, Esq., President of the Brockville and
Ottawa Railway.

APPENDIX B.

STATEMENT shewing the income or duty derived from Saw Logs and Boom Timber, cut for the undermentioned Lumberers, annually from 1862 to 1872 inclusively.

	1862	1863	1864	1865	1866	1867	1868	1869	1870	1871	1872
	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ ctt	$ cts.	$ cts.	$ cts.
Gillies & McLaren	....	....	....	251 68	1,570 81	3,941 40	4,779 10	9,890 10	10,167 48	9,911 42	19,103 76
McLachlin Bros	....	....	....	607 25	4,827 33	5,884 10	6,896 50	16,158 90	16,636 01	18,049 35	28,235 69
A. Caldwell & Son	83 34	....	70 34	125 00	237 90	294 10	639 00	1,662 85	2,013 05	161 25	4,418 81
Boyd Caldwell	....	....	....	....	....	....	....	19 15	2,061 51	747 45	4,099 39
Hilliard & Dickson	....	....	....	....	....	....	....	1,090 50	1,105 90	1,125 60	3,342 70
James McCuan	....	....	....	....	....	....	....	25 35	....	1,536 28	2,136 51
Total	83 34	....	70 34	983 93	6,636 07	10,122 60	12,314 60	28,846 85	31,983 95	31,531 35	61,366 86

Making a total of $183,939 89 for the eleven years.

STATEMENT shewing quantity of Saw Logs upon which above duty has been levied.

	SAW LOGS.										
—	1862	1863	1864	1865	1866	1867	1868	1869	1870	1871	1872
	Pieces.	Pieces.	Pieces.	Pieces.	Prices and Standards.	Standards.	Standards.	Standards.	Standards.	Standards.	Standards.
Gillies & McLaren	....	....	....	3,020	18,850	39,444	47,791	64,394	61,900	63,982	122,972
McLachlin Bros	....	....	....	7,287	57,928	58,841	68,965	106,826	109,576	108,419	182,782
A. Caldwell & Son	1,000	....	844	1,500	2,379	2,941	6,390	11,034	13,295½	1,075	29,415
Boyd Caldwell	....	....	....	....	....	....	....	86	13,481	4,983	27,278
Hilliard & Dickson	....	....	....	....	....	....	....	7,270	7,244⅔	7,269	20,922
James McCuan	....	....	....	....	....	....	....	154	....	9,954	13,837
Total	1,000	....	844	11,807	79,157	101,226	123,146	189,764	205,497	195,682	397,206

This Statement does not include Saw Logs cut upon private lands.

STATEMENT shewing quantity of Boom Timber upon which above duty has been levied.

—	BOOM TIMBER.							
	1869		1870		1871		1872	
	Pieces.	C. Feet.	Pieces.	C. Feet.	Pieces.	C. Feet.	Pieces.	C. Feet.
Gillies & McLaren	924	18,480	1,177	29,425	1,305	25,130	1,882	38,922
McLachlin Bros	516	10,800	475	15,969	2,328	95,364	1,336	34,871
A. Caldwell & Son	31	620	60	1,500	...	...	195	2,925
Boyd Caldwell	25	500	147	3,153	...	...	51	615
Hilliard & Dickson	...	...	...	...	141	2,820	201	4,724
James McCuan.	9	100	...	...	168	3,450	209	4,413
Total..	1,505	30,580	1,859	50,047	3,942	126,764	3,874	86,477

This Statement does not include Boom Timber cut upon private lands.

In 1866, the duty on Saw Logs was changed from five cents per Log to ten cents per Standard of 13⅓ feet by 20 inches, and in 1869 the duty was raised to 15 cents per Standard of 200 feet, board measure. "Duty on Boom Timber first levied in 1869."

(Signed,) H. J. RUSSELL,
Crown Timber Agent.

(Signed,) JAMES RITCHIE,
Accountant.

OTTAWA, October 3, 1872.

(Copy.)

APPENDIX C.

BROCKVILLE, 30th November, 1872.

SIR,—At your request I have made an examination of the Brockville and Ottawa Railway, specially with reference to the condition of its track and the state of its equipment for meeting the demands of increasing traffic and for insuring safety to travel.

1. THE TRACK.

I examined the line from Brockville to Carleton Place on the 26th instant, while the ground was yet bare, and the state of the works could be plainly seen. I was accompanied by the foreman of track on this division, and received his explanations in reference to the measures he had adopted during the past season for maintaining the line in a state of efficiency. My examination did not extend beyond Carleton Place, as the rest of the road was leased to the Canada Central. I may add that my connection with this railway in former years, and my business latterly making it necessary for me to pass frequently over it, I am, consequently, tolerably well informed as to the nature of its traffic, and am therefore prepared to respond more readily to your request.

The road from Brockville to Carleton Place, 46 miles, was opened for traffic in 1858, and has therefore been in operation fourteen years. Of this distance the portion from Brockville to Franktown, 37 miles, was laid with the heavy T rail, weighing 75 pounds to the yard, and although the ends were punched for fish-plates the joints, for economical reasons, were supported on plate chairs. The rail is five inches in depth, and the lengths being too short for the weight is consequently very rigid.

The remaining nine miles, from Franktown to Carleton Place, was laid with a light T rail, weighing fifty-eight pounds to the yard, the joints supported in like manner upon plate chairs. This part of the line is in very good order, only wanting ballast at certain places. The rail is of remarkably good quality, and has borne the heavy traffic of the last fourteen years wonderfully well, and, with proper care and attention, it will last for some years longer.

Although the heavy iron was not fish-plated when first laid, it has subsequently been found better to apply the plates, and notwithstanding the difficulties encountered by these different kind of punchings, it has been continued from time to time with marked advantage to the improvement of the track.

There is a tendency, however, in all T rails to get rounded up in the middle under a heavy traffic; the joints yield and leave the centre crowning. This is the general feature of the stiff rails, and the passage of a train over them is like running over a series of segments of circles, producing a jarring, unpleasant motion. Considering that these rails have now been in constant use for fourteen years, and have carried 900,496 tons over them, it is evident their term of duration is nearly complete, and that they must soon give place to new ones. They have done good service so far, but they are now becoming troublesome to maintain, and the cost of repairing and relaying them, from this out, must necessarily become excessive. I should say that in the course of the next three years they should all be got rid off. No time should therefore be lost in providing a new supply.

Within the last few years eleven miles of the old rails have been taken out at different places, and their places supplied with new T rails of the light pattern, thus reducing the quantity to be procured to 26 miles, or about 2,600 tons. The old rails to be taken out will amount to about 3,000 tons.

2. THE BALLAST.

The ballast employed upon this line is of very good quality, but owing to the subsidence of the banks in swampy places, and to the inevitable waste from long exposure, it is now necessary to supply a large quantity to maintain the track in good condition; of the 46 miles to Carleton Place the track will have to be relifted and ballasted for 28 miles with full car loads continuously all along this distance, and the quantity required will be about 37,000 cubic yards. This will all have to be taken from the pit north of Smith's Falls, as there is no other ballast anywhere to be had along the line.

3. Rolling Stock.

The present equipment of the road is insufficient to meet the immediate demands of the traffic, and consequently, with the increasing production at the mills, the quantity of lumber prepared for the market lying at the mills, which cannot be taken away for want of cars, is increasing to a very large extent; unless, therefore, more plant is immediately provided the lumber trade will be put to serious inconvenience.

With the increase of traffic there is also a corresponding increase of travel, and it will be desirable also to provide additional passenger cars for the latter, as well as platforms and box cars for the former.

The rolling stock now in use consists of—

10	Locomotive Engines.
5	First-class Passenger Cars.
1	Second-class do.
4	Post Office, Baggage, and Express Cars.
26	Box Freight Cars.
176	Platform Cars.
1	Snow Plough.

To keep pace with the increasing business of the country, it will be necessary to provide two more locomotive engines, 100 platform and 20 box cars; two first-class and one second-class passenger cars, and two baggage and express cars.

The reqirements, therefore, of the Brockville and Ottawa Railway, for which, in my judgment, it will be necessary to make immediate provision, although the expenditure may be spread over three years' time, may be stated as follows :—

1. New rails for 26 miles			2,600 tons.
Say 10 miles for	1873	1,000 tons.	
" 8 "	1874	800 "	
" 8 "	1875	800 "	
26		2,600	
2. Ballast for 28 miles			37,000 c. yds.

3. Rolling Stock.

2	Locomotive Engines.
100	Platform Cars.
20	Box Do.
2	First-class Passenger Cars.
1	Second-class Do.
2	Baggage and Express Do.

Yours very truly,
(Signed) Samuel Keefer,
Civil Engineer.

H. Abbott, Esq., Managing Director B. & O. Railway, Brockville.

APPENDIX D.

Statements of Amounts subscribed and paid by individuals as compared with amounts loaned by municipalities to the Brockville and Ottawa Railway Company :—

1864.

Company's Bonds issued in payment for iron, &c.	$912,331 86
Open accounts since paid in Bonds	134,927 66
Stock subscribed and paid	207,454 29
Preference Bonds	292,001 00
Total original amount of Stock and Bonded Debt	$1,546,714 81

The Municipalities loaned to the Railway as follows:—

Lanark and Renfrew	$800,000 00	
Elizabethtown	150,709 50	
Brockville	414,491 96	
		1,365,201 46
Amount contributed by individuals over and above the Municipalities' loan in aid of the construction of the Brockville and Ottawa Railway		$181,513 35

APPENDIX E.

STATEMENT.

Shewing original amount of loans by Municipalities to the Brockville and Ottawa Railway Company, and of subscriptions of Stock and Bonds in same, and also reductions of same by legislation:—

The Loan of the Municipalities amounted to	$1,365,201 00
The Government received on account of same, according to Hon. Mr. Wood's Report	264,663 00
Balance	$1,100,538 00
Reduced $43\frac{3}{10}$ per cent. by Act of 1859 according to assessment of 1871, equal to	476,428 00

INDIVIDUAL SUBSCRIPTION.

Ordinary Bonds	$1,051,653	
Stock	207,454	
		$1,259,107 00
Individuals received on account		*Nil.*

Reduced by Act of re-organization of 1868 as follows:—

The Bonds—a portion to 25c. and a portion to 50c. in the dollar. Total	406,958 00
Stock reduced to 10c. in the dollar	20,745 00
Total reduced amount, equal to $33\frac{9}{10}$ per cent. of original amount of Stock and Bond Subscription	$427,703

The Stock and Bondholders never have received anything, directly or indirectly, on above amounts.

The above does not include the amount of the Preference Bonds—viz., $292,001—which were not reduced, but which rank after the Municipal Lien.

To His Excellency the Lieutenant-Governor of Ontario, in Council.

The memorial of the undersigned in America, the representative of Messrs. Bolckow and Vaughan, a firm of iron Masters at Middlesborough-on-Tees, England.

RESPECTFULLY REPRESENTS:

That said firm of Bolckow & Vaughan supplied the rails wherewith the Brockville and Ottawa Railway was originally constructed, and received in payment for the same the first mortgage bonds of this company, as they were at the time erroneously led to believe, the previous mortgage to the municipalities having been studiously concealed from their knowledge, which bonds afterwards, when it was deemed necessary to reduce the liabilities of the company from one hundred dollars per share to twenty dollars per share, Bolckow & Vaughan consented to have transformed into the ordinary stock shares of the company, in the hope of extricating it from the financial difficulties in which it was involved and thereby became possessed of a large interest in the stock shares of the Brockville and Ottawa Railway Company, and the undersigned having been informed that the Treasurer of the Ontario Government has applied to the Municipality of Brockville for the payment of the interest due from them to the Municipal Loan Fund for money advanced to the Brockville and Ottawa Railway Company and which if paid by them, the said railway company would be called upon to reimburse the amount; he begs leave respectfully to represent to your Excellency:

That the finances of the Brockville and Ottawa Railway Company are in no position to meet such a claim if made upon them; for in consequence of the great increase in the cost of all materials used in the working of a railway, such as iron, wood, &c., and likewise, labour, all of which cost at the least fifty per cent. more than in times past, and no advance in the rates charged by the railway having been made, although the traffic of the line has materially increased to the benefit of the Government and the public generally, the finances of the railway company have not been improved thereby, as is evidenced by its financial statement made last August to the shareholders, in which it is shown the expenditure for the past year exceeded the receipts by the sum of $17,451; and as a considerable portion of the line still urgently requires new rails, besides an outlay of money being required for more rolling stock to keep pace with the increasing demands of the lumber trade; the financial prospects of the railway company are the reverse of favourable, and therefore if the Government were to insist on the payment of the municipal interest, it is evident the large capital which Bolckow & Vaughan were, as herein represented, induced to contribute towards the original construction of the Brockville and Ottawa Railway, and for which they have for so many years received no interest whatever, would be utterly confiscated; and indeed the same fate would attend the preferential bonds, which would be extremely unjust, for in 1864, when the Brockville and Ottawa Railway was in a perfectly hopeless state for want of funds to extend the road from Arnprior to Sand Point, Messrs. Bolckow & Vaughan came forward with £60,000 sterling and therewith enabled the company to complete this extension, taking as security preferential bonds only, in the firm belief and expectation, that the claims of the municipalities were never intended to be enforced, or they would never have consented to supply the funds to make the railway from Arnprior to Sand Point: without even stipulating for a first mortgage over this portion of the railway which their money solely created; and it ought, the undersigned trusts, to be borne in mind, had this money not been so supplied at the time the whole railway would have become a valueless wreck.

The undersigned respectfully begs your Excellency may please to take this statement into favourable consideration, and see fit to relieve the Brockville and Ottawa Railway from the municipal liabilities it is quite unable to pay, on the ground that this railway should be regarded as a benefit hitherto only to the Government and the public, in which the bond and shareholders have had no participation, and furthermore, in consideration of the very peculiar circumstances under which Bolckow & Vaughan's interest in said railway was created.

(Signed,) H. L. REDHEAD,
Agent for BOLCKOW & VAUGHAN.

Brockville, December 2nd, 1872.

(Copy)

Representing the stockholders of the Brockville and Ottawa Railway Company, and as the representatives of Messrs. Bolckow & Vaughan, I attended the deputation waiting this day on the Government of Ontario in reference to the Municipal Loan contracted on account of the Brockville and Ottawa Railway Company and beg leave respectfully to impress on the consideration of the Government, unless the railway company is relieved from its indebtedness to the Government I see no hope of the necessary funds being obtained to place the railway in an efficient state, which is stated in the memorial of the company presented to his Excellency the Lieutenant-Governor, and confirmed therein by Mr. Keefer, the eminent engineer, will require an outlay of $192,000, and as this outlay is urgently required, as regards the safety of the travelling public, and the traffic accommodotion needed, it becomes of paramount importance that the company should be placed in the position to obtain the necessary funds of which however there is no hope, so long as the municipal debt hangs over the company, as is fully demonstrated in the memorial referred to.

In regard to the sums of money stated in truth by Mr. Galbraith to have been advanced by Messrs. Bolckow & Vaughan, amounting to about $616,000, in furnishing the rails wherewith the Brockville and Ottawa Railway was originally constructed and for which they received as security the first mortgage bonds of the company, the former lien to the municipalities having been at the same time carefully concealed from their knowledge and which bonds they subsequently agreed to exchange for non-interest bearing stock of the company, in the fruitless hope of extricating it from its financial difficulties. I bring this fact forward as an additional claim the stockholders have on the sympathy of the Government, and in the confident hope it will recognize the injustice of confiscating the large sums of money subscribed to promote an undertaking, the benefits of which, up to this time have only been reaped by the Government and the public generally.

I beg further to state that the withdrawal of the land grant for that portion of the railroad from Arnprior to Pembroke, has denuded the company of the only really available security that induced the bondholders to make the large advances which they have invested in the railway since 1860.

Another important point I beg to state to the Government in the interest of Messrs. Bolckow & Vaughan is that they advanced £60,000 sterling in addition to the sums previously mentioned to construct the railway from Almonte to Sand Point when it was in a hopeless state of wreck, and for this sum in the belief and expectation that the debt of the Government was never intended to be exacted, but would be treated as claims for advances made by the Government to other railways had been treated, Messrs. Bolckow & Vaughan consented to take merely preferential bonds ranking after the municipal claims.

I therefore beg to observe, if the prayer now made to the Government for the remission of the debt to the Municipal Loan Fund, as regards the Brockville and Ottawa Railway Company be not acceded to, Messrs. Bolckow & Vaughan will I fear be placed in the lamentable position of having contributed about $910,000 to establish a public benefit such as the the Brockville and Ottawa Railway may justly be regarded and for which they would not see any return whatever, a result however, relying on the justice of the Ontario Government, I confidently hope will never be supposed to be consummated.

I beg respectfully to submit the foregoing facts to the favourable consideration of the Government of Ontario.

(Signed), H. L. REDHEAD.

Toronto, January 13th, 1873.

To His Excellency the Lieutenant-Governor of Ontario in Council.

The Memorial of the undersigned, representing the Municipality of Elizabethtown—

RESPECTFULLY REPRESENTS:

That this municipality borrowed a large sum under the Consolidated Municipal Loan Fund Act of Upper Canada, which was handed over in aid of the construction of the Brockville and Ottawa Railway, without this township deriving any benefit therefrom, except the incidental one of connecting the back part of the township by railway with the front at Brockville.

That an Act was passed in the 22nd year of Her Majesty's reign, chap. 83, intituled an Act respecting the Consolidated Municipal Loan Fund, which provides that, in lieu of the interest at the rate of 6 per cent., with a sinking fund of 2 per cent. on the amount borrowed, each municipality shall pay "a sum equal to the amount of 5 cents on the dollar" on the assessed yearly value, or a like per centage on the interest at six per cent. per annum on the assessed value of all the assessable property in every municipality which has raised money by debentures issued under the Acts mentioned in the preamble to the last preceding section.

That as security for the repayment to this township of the above-mentioned loan, with interest thereon, a mortgage was taken on the Brockville and Ottawa Railway, its rolling stock, &c., &c., which ranks as a first mortgage on that railway, and takes precedence of all bonds or stock issued by that company.

That a communication has been received by the secretary-treasurer of the above-mentioned council from the Treasurer of Ontario, calling upon him for the payment of the 5 cents on the dollar on the assessed annual value of property in this township, and proposing to hold said treasurer of the township and his sureties personally responsible for the said amount of 5 cents on the dollar, in accordance with the Act 22 Vic., chap. 83, of the Consolidated Statutes of Canada.

That, notwithstanding the large sums borrowed from the Municipal Loan Fund by this township, and by the municipalities of Lanark and Renfrew, and loaned to the Brockville and Ottawa Railway, it was found impossible to construct that road further than Almonte, to which point it remained in operation till 1864, when an Act was obtained giving the company power to issue Preference Bonds, whereby a further amount of $292,000 was raised by some of the parties already interested in this railway, which amount was expended in extending said railway to Sand Point, and thereby opening up a still greater extent of country, to the beneficial influence of railway communication with the front.

That about the period at which the above-mentioned amounts were borrowed from the Municipal Loan Fund, the Government made large advances in aid of the construction of railways, and expended large sums in the building of canals and other public works, with the object of developing the trade and resources of the then Provinces.

That none of these works contributed in a greater degree to the desired end, in proportion to the expenditure thereon, than does the Brockville and Ottawa Railway, which was intended to connect the navigable waters of the St. Lawrence with those of the Upper Ottawa, to afford facilities to a large intermediate section of country devoid of any means of communication, other than ordinary roads, to afford easy communication with the wild lands of the Crown, to carry in supplies to the lumber regions of the Upper Ottawa, and to develop the same by affording an outlet for sawn lumber.

That the result of the construction of the Brockville and Ottawa Railway has been to fulfil all the above conditions; but the actual benefit derived by this township has been the reverse of encouraging, and goes to prove that its material prosperity has actually suffered unfavourably, the population having decreased during the past ten years—being 6,101 in 1861, and 5,373 in 1871—and its assessed value being less than in 1858, viz., $962,916 in that year, against $872,500 in 1871.

That while the construction of the Brockville and Ottawa Railway has actually affected this township unfavourably, it has undoubtedly been the source, and immediate and direct cause, of a very large increase in the revenue of the Province.

That it has decidedly benefited other more distant municipalities—viz., those of Kitley, Wolford, Elmsley, Burgess, Bastard, Augusta, and the municipalities in the County of Carleton, and those in the western portion of the County of Ottawa—none of which municipalities have contributed anything towards the construction of the Brockville and Ottawa Railway.

That at the time the vote of the township was taken in favour of making the loan to the Brockville and Ottawa Railway, the voters were informed by parties who were supposed to understand the matter, that they would not be called upon to pay to the Municipal Loan Fund any portion of that loan, but that it would either be remitted altogether by the Government, or the railway would be in a position to pay it.

That, up to this time, the railway company has paid but a small portion of the interest on that loan, and it is represented that it is unable to pay the current interest, or even the interest now overdue.

That the Brockville and Ottawa Railway having been constructed at a time when the traffic of this section of the Province was comparatively undeveloped, it necessarily followed that, in common with other similar enterprises undertaken under the same conditions, it has not paid those persons who invested in its stock and bonds.

That the present Government of Ontario are now offering large pecuniary inducements to procure the construction of similar public works, and that the Brockville and Ottawa Railway having been in operation for about fourteen years, and tending, during the whole of that time, to develop the trade of this Province, and of the Dominion, it is surely entitled to much greater consideration at the hands of the present Government than new enterprises, which have as yet done nothing in that direction.

That, owing to the municipal lien taking precedence of the stock and bondholders, it is believed that they can never receive anything on their interest in the railway if the lien of the municipalities be enforced, and owing to the fact that a large portion of the stock and the whole of the bonds were held by English capitalists, such a result would have a very injurious effect in deterring English capitalists from seeking investments in public enterprises of this character, of which there are many now being initiated in this Province, which are considered as having an important bearing on its future trade and progress.

That your memorialists pray that all these statements may be taken into the earnest consideration of your Excellency, and in view of—

Firstly—The fact that adjoining municipalities, which have contributed nothing towards the construction of the Brockville and Ottawa Railway, derive more benefit from its construction than this township.

Secondly—The fact that the construction of that railway has actually proved detrimental to the progress of this municipality.

Thirdly—The fact that the Government of Canada and this Province have derived, and continue, and will continue, to derive very great and material increase of its revenues in consequence of the construction of this railway.

Fourthly—The fact that the stock and bondholders have not, and never will, derive any indirect benefit from their interest in said road, and have not in the past, and probably never will, derive any direct benefit therefrom, if the municipal lien on the same is enforced, and that the consequences thereof will operate unfavourably against desirable public works now in course of construction, the municipality of Elizabethtown and the Brockville and Ottawa Railway Company may be relieved entirely from the payment of the whole or any portion of the capital so borrowed from the Municipal Loan Fund of Upper Canada, or of the interest now accrued, or that may hereafter accrue on the same.

All which is respectfully submitted.

Done in open council, this second day of December, in the year of our Lord one thousand eight hundred and seventy-two.

(Signed) STAFFORD MCBURTNEY,
Reeve.

(Signed) JACOB A. BROWN,
Town-Clerk.

[Stamp.]

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario, in Council.

The petition of the Council of the Corporation of the Town of Cobourg,

HUMBLY SHEWETH,—

1. That your petitioners, together with the Commissioners of the Cobourg Town Trust, presented a petition to your Excellency in March last, praying that the indebtedness of the Town of Cobourg to the Municipal Loan Fund might be cancelled, to which petition we beg again to call your Excellency's attention.

2. That in addition to the facts stated in that petition, your petitioners beg respectfully to lay before your Excellency the following statement :—

3. That the annual value of the assessment in the town of Cobourg, for the year 1872, was $83,523 95, while the rate of taxation on actual value continued to be $1\frac{3}{4}$ cents in the dollar.

4. That the Board of Grammar School Trustees have, under the statutes, demanded during the past year, $1,500 for the purchase of a school site, which amount we have been compelled to pay, and a further demand will be made for the cost of the erection of buildings.

5. That the Board of Public School Trustees have given notice of their intention to demand $5,000 for the erection of Public School buildings, which amount we will be compelled to raise during the year 1873.

6. That the harbour of the town has become filled with sand to such an extent that the steamboats and larger sailing vessels ceased to call at Cobourg during the latter part of the season of navigation of 1872, and an outlay of $30,000 during next year will be requisite to open and maintain the harbour.

7. That the commissioners of the Cobourg Town Trust have given notice of their intention to apply to the Legislature for power to raise the said sum for the purpose aforesaid.

8. That the statement herewith marked A., shews the gross receipts from the harbour during the years from 1859 to 1872, both inclusive, and the great falling off in the amount thereof during the years the railway was closed.

9. That the statement herewith marked B., shews the outlay on the harbour during the same year.

10. That the net income during these years has averaged $2,000 in each year.

11. That during the year 1872 the necessary outlay on the harbour has been $11,55 60, and the harbour has been a source of expense instead of profit to the town.

12. That the statement herewith marked C., shews the great decrease in the ten years between 1861 and 1871, in the population of the Town of Cobourg and the several townships through or near which the Cobourg and Peterboro' Railway was built.

13. That by the census of 1871 it appears that the decrease in the population of the Town of Cobourg is greater than in any other town in Ontario.

14. That in the Treasury circular of the 14th October last, it is stated that it is the intention of the Government to enforce the provisions of the Municipal Loan Fund Act when the position of the municipalities has not been affected by subsequent legislation. Your petitioners respectfully submit that the facts set forth in this petition and in the former petition above referred to, shew that the position of the Town of Cobourg has been materially affected by the legislation, which enabled a rival road to destroy the undertaking in which all the money borrowed by the town of Cobourg had been invested and they also show the utter inability of the town to pay any part of its indebtedness to the Municipalities Loan Fund.

Your petitioners, therefore, humbly pray that the indebtedness both for principal and interest of the Town of Cobourg, to the Municipal Loan Fund, may be cancelled.

And your petitioners as in duty bound will ever pray, &c.

(Signed) WILLIAM KERR,
Mayor.

(L.S.)
(Signed,) DAVID BRODIE
Town Clerk.

STATEMENT A.

Shewing the gross receipts from the harbour of Cobourg during the years from 1859 to 1872, both inclusive :—

1859	$8,718
1860	8,819
1861	7,813

1862	4,583
1863	4.352
1864	4.656
1865	7,243
1866	5,055
1867	5.159
1868	4,571
1869	8,797
1870	11,966
1871	10,101
1872	10,830

STATEMENT B.

Shewing the outlay on the harbour during the same years:—

Amount expended on the harbour of Cobourg during the years from 1859 to 1872, both inclusive, $74,948.

STATEMENT C.

Shewing decrease in population of Cobourg and of the several townships through or near which the Cobourg and Peterboro' Railway was built:—

Cobourg	Population	in 1861	4,975	in 1871	4,442
Hamilton	"	"	6,315	"	5,720
Haldimand	"	"	6.164	"	5,797
Alnwich	"	"	1,388	"	1,369
South Monaghan	"	"	1,239	"	1,145
Otonabee	"	"	4,261	"	3,992

To His Excellency the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario.

The Petition of the Council of the Corporation of the Town of Cobourg and of the Commissioners of the Cobourg Town Trust,

HUMBLY SHEWETH:

1. That in 1853, 1854 and 1855, the Town of Cobourg borrowed from the Municipal Loan Fund $500.000.

2. That the whole of this sum was appropriated to the purchase of stock in the Cobourg and Peterboro' Railway Company, and the money was expended in the construction of that railway.

3. That the total cost of this work was $1 000.000. the company having issued first mortgage bonds for £100 000 sterling to supplement the amount of the town stock

4. That at the time the money was borrowed by the town from the Municipal Loan Fund, a charter was in existence, 9 Victoria, chapter 109 giving power to the Peterboro' and Port Hope Railway Company to construct a railway from Peterboro' to Port Hope

5. That up to 1853 no work had ever been done under this charter.

6. That in 1853, by 16 Victoria, chapter 241, power was given to the Peterboro' and Port Hope Railway Company to build a railway to Lindsay, under which a railway was built connecting that town with Port Hope, and the charter authorizing the building of a road between Peterboro' and Port Hope was considered to be abandoned.

7. That in 1857, after the money borrowed by Cobourg had been expended and a flourishing trade had been established with Peterboro', the then Government allowed the Town of Peterboro' to borrow from the Municipal Loan Fund, by means of the Walford debentures, $100,000, for the purpose of building a railway from Peterboro' to Millbrook, there to connect with the railway to Port Hope, and to be a rival of the Cobourg and Peterboro' Railway.

8. That earnest remonstrances were made at the time, by the people of Cobourg pointing out that the effect of allowing Peterboro' to borrow money from the fund and expend it for the purpose of building a rival road, would be to greatly injure the trade of Cobourg with Peterboro', and thereby to lessen the ability of Cobourg to repay the amount it had borrowed from the fund.

9. That the road from Peterboro' to Millbrook was built, and immediately on its completion the trade of Cobourg fell off.

10 That the statements submitted herewith show the decrease in the value of property in the Town of Cobourg, and the heavy increase of taxation on the people in consequence of the destruction of our railway.

11. That in 1858 the bondholders of the Cobourg and Peterboro' Railway, by virtue of 22 Victoria, chapter 119, took possession of the road.

12. That in 1861 the bridge across Rice Lake was destroyed by the action of the ice, and since that time all traffic with Peterboro' by means of the railway has ceased.

13. That in 1865 the road was sold under 29 Victoria, chapter 79, for a nominal sum of $100,000, which was applied entirely in payment of rights of way and of claims of bondholders.

14. That by the same Act the stock of the town in the railway company was reduced to one fourth of the original amount and was declared to be deferred stock.

15. That this stock has no money value, and that it is the only asset the town has to represent the amount borrowed by it from the Municipal Loan Fund.

Your Petitioners submit:—

1. That the money borrowed from the Municipal Loan Fund by the Town of Cobourg, was borrowed for the express purpose of opening railway communication with Peterboro'.

2. That the loan by the Government of the day, out of the Municipal Loan Fund, to the Town of Peterboro', enabling it to construct the road from Peterboro' to Millbrook after the charter granted in 1846 (9 Victoria, chapter 109), had lain so long in abeyance after the Peterboro' and Port Hope Railway Company had chosen Lindsay (a rival town to Peterboro') as its northern terminus, and after Cobourg had expended the whole amount it had borrowed from the Municipal Loan Fund in the completion of railway connection with Peterboro', was unjust and improper, and was the sole cause of the failure of the trade of Cobourg, and the consequent inability of the town to repay the amount of its indebtedness to the fund.

3. That in addition to the loss the town has sustained, by reason of its stock in the railway having become valueless, the amount received for harbour dues has been greatly diminished by the closing of railway connection with Peterboro'.

4. That the harbour of the town is an artificial one, and a heavy annual outlay is required to keep the piers in repair and for dredging.

5. That nearly the whole of the expenditure for keeping the harbour in repair and open as a harbour of refuge for the benefit of the whole Province, has to be met by the ratepayers of the town.

6. That the Inspector of Public Schools has reported that the school buildings in Cobourg are the worst in the Province, and a large amount is now required for the erection of new buildings, the payment of which will materially increase the taxation.

7. That the arrears of interest on the Municipal Loan Fund debt of the town amount to $588,387·39.

8. That in addition to the Municipal Loan Fund indebtedness the Town of Cobourg

is indebted in the sum of $243,415·90, in debentures issued under the authority of the Act consolidating the Town debt, 22nd Victoria, chapter 72.

9. That the rate of taxation for municipal purposes and for the reduction of the debenture debt of the town, far exceeds the rate of taxation in any other town or city in Ontario.

10. That the Town of Cobourg is utterly unable to pay any part of its Municipal Loan Fund indebtedness.

Your Petitioners therefore pray, that the indebtedness for both principal and interest of the Town of Cobourg to the Municipal Loan Fund may be cancelled.

And your petitioners, as in duty bound, will ever pray.

Wm. Kerr, (Seal,)
Mayor.

Asa A. Burnham,
Chairman Town Trust.

STATEMENT

Made by the Commissioners of Cobourg Town Trust for the information of the Government of Ontario.

An Act 22 Victoria, cap. 72, to consolidate the debt of the Town of Cobourg restoring the town hall, market block, the harbour and the Port Hope and Rice Lake gravel road in five commissioners in trust, and the said trustees shall be called the Commissioners of the of the Cobourg Town Trust.

The present amount of the debt of town is, cy				£60,853	19	5
" Sinking Fund on the 31st December, 1872				11,874	17	9
Arrears of interest payable on debt	£3,592	4	10			
" Sinking Fund, 1 per cent	575	12	0			
				4,167	16	10

As well as improvements and keeping the trust property in good order and repair.

Revenue from trust property for 1870	$14,891	40
" " 1871	12,107	00
Special rate demanded of town over revenue from trust property, 1870	10,589	48
" " " " " 1871	11,869	75
" " " " " 1872	10,464	69

The commissioners beg to report that repairing piers, dredging the harbour, &c., &c., has this season cost $7,589.37 and there is not sufficient water for the trade.

The Marmora company has been compelled to hold over a large quantity of iron ore which they had contracted to deliver.

The capacity of the harbour is now too small, the present piers must be extended or new ones built and a large amount of dredging, from 40,000 to 60,000 yards, must be done at the earliest possible moment.

The town cannot bear being taxed for the amount required and the commissioners see no way but to get authority allowing them to issue second class debentures for such an amount as will be required for those purposes.

To secure dredging being done it is absolutely necessary for commissioners to know at an early date if the Government will assist in getting the legislation required.

Arrangements for dredging have to be made at once.

Trusting the Government will give the matter a favourable consideration, the commissioners hope they will feel at liberty to give an early reply.

(Signed), **Asa A. Burnham,**
Chairman of the Board.

Cobourg, 12th November, 1872.

STATEMENT shewing the annual value of assessment and the rate of taxation on actual value of property in the Town of Cobourg from 1858 to 1871, both inclusive.

YEAR.	ANNUAL VALUE.	RATE OF TAXATION.
1858	$135,225	¾ of a unit.
1859	126.689	¾ "
1860	110,890	¾ "
1861	111,596	1 1-20th "
1862	92,961	1 "
1863	96,765	1⅛ "
1864	89,968	1½ "
1865	83,242	1⅓ "
1866	78,990	1⅓ "
1867	75,043	1½ "
1868	77,832	1¾ "
1869	102,402	1¼ "
1870	94,119	1 4-10th "
1871	86,486	1¾ "

(Copy) **TOWNSHIP OF HOPE**, November 18, 1872.

To the Honourable ADAM CROOKS,
Provincial Treasurer.

SIR,—I have the honour to acknowledge the receipt of a letter from Mr. W. Cayley. Auditor, asking payment of this township, of which I am treasurer, of the special rate for the current year of 1872 of five cents on the dollar on the assessment of 1858, and also the amount received the current year from the Midland Railway for the transfer of the stock held formerly by this township in the said railway, and further that the Government will be prepared to consider any proposition made by this municipality for the liquidation of alleged arrears said to be due from this township, and in reply to which I am instructed by the council of this municipality to state that they hold that they have complied with the provisions of the Loan Fund Relief Bill, in the payment of the rate to be levied annually for our indebtedness to the fund, inasmuch as those united Counties of Northumberland and Durham having borrowed from the said loan fund have levied the rate annually required to meet the claim of the Government for their indebtedness to the fund and that this township being a municipality of these counties has fulfilled its obligations to the Government by paying its quota of the special rate levied by these counties and has thereby met the requirements of the Act of commutation. That this view was sustained by the opinion of the Hon. A. T. Galt during his administration of the finances of United Canada, inasmuch as a like claim to that made by the present Treasurer was withdrawn and not pressed for payment on a representation of the facts being made known to the Government. That the same course was pursued by the Hon. Mr. Holton. while Finance Minister of the Province of Canada, a demand being made for the payment of the special rate in the terms of the Act referred to, and proceedings were stayed in reference thereto on a representation of the circumstances of our peculiar position being made to the Government. That they the township council held the view, that the law never contemplated the levying of two special rates in the same year upon one municipality, a view recognised by the Ministers above referred to. Further that the Government has only in one instance, in the year 1866. pressed by aid of the sheriff for the payment of the special rate of five cents in the dollar in the assessment of this township. That the township did that year pay the amount levied of three thousand and eighty four dollars under protest, that the said amount was claimed wrongfully as the township that year did actually pay two special rates on their assessment; the one to the counties the other to the Government.

That the Government has since refrained from wrongfully pressing by the aid of the law the payment of any further special rate as aforesaid thereby tacitly recognizing the principle set forth that this township has complied with the requirements of the Act referred to by making the payment of the special assessment on account of its Loan Fund indebtedness, through the counties, the said counties levying the same in the terms of the Act of which this township the town is already paying by direct taxation its full share under the Commutation Act (in addition to the said annual payment of $6,125) and to resort to further oppression, by direct taxation would have the effect of driving away its population, reducing the value of real estate, and of eventually crippling the town, so that it would be unable to pay any portion of its debt whatever.

PORT HOPE, 25th November, 1872.

R. W. SMART,
D. CHISHOLM,
J. CALCUTT,
LEWIS ROSS,
AUSTIN T. H. WILLIAMS,
JAMES WILLIAMS,
JAMES H. HAGERMAN.

N. KIRCHOFFER, [Seal.]
Mayor.

Certified.
J. C. SANDERS,
Town Clerk.

STATEMENT

Of the Receipts and Expenditures of the Port Harbour, for the years 1868, 1869, 1870, and 1871.

1868

To Gross Receipts		$28,899 70
Cr.		
By Payment to Government on the Municipal Loan Fund Debt	$6,125 33	
" Cash expended for Harbour Improvements, Dredging and Repairs	15,705 32	
" Salaries, Interest, Insurance, and Incidentals	2,964 07	
To Weir's Estate on Harbour Debt	7,000 00	
" Balance due by the Harbour Commissioners, for which they gave their obligation		2,895 02
	$31,794 72	$31,794 72

1869.

To Gross Receipts		$24,227 03
Cr.		
By Cash Payment to Government on Municipal Loan Fund	$6,125 33	
" Paid for Harbour Improvements, Dredging, and Repairs	9,084 97	
To Weir's Estate on Harbour Debt, and Interest	8,601 54	
" For Salaries, Insurance, Interest, and Incidentals	3,402 36	
" Balance due by Harbour Commissioners, for which they gave their obligation		2,987 17
	$27,214 20	$27,214 20

1870.

To Gross Receipts		$29,691 54
Cr.		
By Cash Paid Government on Municipal Loan Fund	$6,125 33	
“ “ Paid for Harbour Improvements, Dredging, and Repairs	6,747 88	
“ “ To Weir's Estate on Harbour Debt, and Interest on do.	8,351 76	
“ “ For Interest on Harbour Debentures	2,530 66	
“ “ “ Engine House	1,500 00	
“ “ “ Salaries, Insurance, Over-Drafts, and Incidentals	2,297 92	
“ Balance at Credit of Harbour, carried forward to 1871	2,138 89	
	$29,691 54	$29,691 54

1871.

To Gross Receipts		$29,497 39
Cr.		
By Cash Paid for Harbour Improvements, Repairs, Dredging, &c.	$9,177 33	
“ “ “ Salaries, Insurance, and Incidentals	2,000 55	
“ “ “ Weir's Estate on Harbour Debt, and Interest	7,916 07	
“ “ “ Interest on Harbour Debentures, held by Midland R. R.	2,530 66	
“ “ “ Material under Contract for the year 1872	8311 45	
“ Balance at Credit of Harbour Commissioners, carried forwad to 1872	1,700 22	
To Balance from 1870		2,138 89
	$31,636 28	$31,636 28

1872.

The Gross Receipts for this year will not be as large as those for the last two years.

MEMORANDUM submitted to the Lieutenant-Governor, Hon. W. P. Howland and Executive Council of Ontario by the Municipal Council of the County of Perth in reference to the Municipal Railway Loan Fund debt of the county.

In 1852 the United Counties of Huron, Bruce and Perth, borrowed under the Municipal Loan Fund $500,000 investing that amount in the purchase of stock in the Buffalo, Brantford and Goderich Railroad. In December of the same year at the separation of Perth from Huron and Bruce, ten thousand shares or $200,000 of this stock was transferred to Perth.

In 1856 on the reorganization of the company under the title of the Buffalo and Lake Huron Railway Company, this stock was cancelled or wiped out, in order to enable the company to raise funds to complete the road to Goderich, almost the entire contributions of the united counties having been expended on works of construction east of the Town of Paris in the County of Brant.

1. The grounds on which the County of Perth now asks for partial or entire relief from the payment of this railway debt rests mainly on the following considerations:

2. That the investment placed a total loss to the county so far as any direct returns are concerned.

3. The national character of the undertaking in aid of which the debt was contracted.

That the municipalities more directly interested and advantaged by the road have not contributed towards its construction in a fair proportion according to the advantage derived, as either Perth, Huron and Bruce.

In respect to the first consideration it is sufficient again to repeat that our stock had to be cancelled or given up, the alternative being to lose the road as well as the money advanced in aid of its construction; the indirect returns or profits to the county are neither denied or underrated, but it is also claimed that a very large section of country have received and will continue to enjoy substantial and permanent advantages from this *public highway* while sustaining no direct loss or outlay in its construction. This leads to notice under the head of consideration number two.

That for the past eighteen years or ever since the line went into operation, it has, as one of the leading outlets or highways to the markets of the United States been of incalculable benefit to the entire western peninsula from Toronto to Lake Huron and from Lake Erie to the Georgian Bay. Statistics are not now at hand showing the yearly value of the products of our fields and forests in the shape of grain, live stock, and lumber, &c., carried by this line to American points of distribution and consumption, but the aggregate value is known to amount to many millions of dollars annually, and clearly indicate the national character and importance of the road and the vast influence it has exerted in enriching our people and developing the resources of our country.

In respect to consideration number three referred to in these memoranda the subjoining facts and observations are submitted.

The entire length of the Buffalo and Lake Huron line from Fort Erie to Goderich on Lake Huron is about one hundred and sixty miles.

It intersects the County of Welland for a distance of about	29 miles.
The County of Haldimand about	29 "
The County of Brant about	24 "
The County of Oxford about	22 "
The County of Perth about	30 "
The County of Huron and Bruce, all in Huron	26 "
	160 miles.

The above named municipalities have aided in its construction in the following proportion.

COUNTY.	MILES OF ROAD.	CONTRIBUTIONS.	T'P OR COUNTY AID.	C'Y AID.
Welland.	29 miles.	$60,000	Bertier. Williams and Wainfleet.	
Haldimand.	29 miles.	28,000	Canborough Moulton and Sherbrook.	
Brant.	25 miles.	190,000	Town of Brantford, Town of Paris, Township of Brantford.	
Oxford.	22 miles.	none.	none.	none.
Perth.	30 miles.	200,000	none.	County.
Huron and Bruce.	26 miles.	300,000	none.	County.
Total miles.	160	778.000	178,000	$500.000

In 1854 the Town of Brantford borrowed $400,000, part of which was advanced to the company after its reorganization in 1856, but which has since either in part or in whole been refunded to that town.

Two grounds, namely that of relative assessment or wealth and relative advantages likely to accrue from the building of the road, would properly enter into any fair assessment of this sum of $778,000 against the municipalities above named and which the line of road intersects.

On the question of assessment we have not the figures at hand, and can only form an approximate estimate as to the relative advantages conferred on the several counties by the construction of the road but we think it may safely be assumed in the light of the figures supplied and looking at the maps of the county, that any equitable distributior would reduce at least by one half the contributions made by the County of Perth and largely reduce that of the County of Huron and Bruce.

It may perhaps be urged that the Eastern Counties, such as Welland and Haldimand, lying near the lake and enjoying the advantages of navigation, and Brant and Oxford with the line of the Great Western Railroad intersecting them, had less interest in and derived less advantage from the Buffalo line, than the more Westerly Counties of Perth and Huron and Bruce; but the argument has more apparent than real force, and in the case of Huron and Bruce is met by the consideration that during part of the year they also enjoy along their entire frontier the advantages of navigation, and in the case of Perth by the fact that the Grand Trunk Railroad, constructed about the same time as the Buffalo line, intersects the county for a distance of about 25 miles.

It is not presumed for a moment that either the Government or Legislature have power in a direct way to make any re-adjustment of the amounts municipalities ought to give. or have given in aid of this or any other public work. Neither is it claimed, under ordinary circumstances and where ability exists to meet their obligations, the public debtor should be required to meet in full his obligations to the public creditor; but when the circumstances are so exceptional as ours, and the local and general grounds affecting the debt and the objects for which it was made are of the kind we have pointed out, we think it competent for the Government in dealing with the surplus on hand and the Municipal Loan Fund Debts, to remedy the evils and injustice we have pointed out by relieving Perth and municipalities similarly circumstanced of such a proportion of their public indebtedness. contracted in the public interests, as may on mature consideration be found consistent with those interests. We have confidence that the Government will do this. That taking all the circumstances into account, it will be nothing more than an act of just and liberal *public policy*, and as such will be approved of and accepted by a just and enlightened public sentiment. Whatever reduction may be made on our railway indebtedness, we trust the equitable principle will be applied of making such reduction take effect from the date the loan was effected in 1852, applying on the balance then remaining, if balance there is, and on our Local Loan Fund debt of $88,000, contracted for local improvements, and not taken into account in this discussion, all payments made by the county, either on account of interest or principle.

The public, and Perth only as an integral part thereof, have had the benefit of this national public work, in aid of which this debt was incurred, and it would be unfair alike in principle and unjust in practice, to claim the double profit of interest from date in 1852 on the entire loan, and enjoy all the advantages derived from the road in addition thereto.

Within the past ten years the County of Perth ha stwice sought, but failed to secure, an adjustment of their Municipal Loan Fund debt, with a view to commence paying it up; and it is a source of satisfaction to the people and their municipal representatives that this is now in a fair way of being secured. and in a way as, we have every reason to expect, fair alike to the interests and just claims of the county and the country at large.

Respectfully submitted by,

(Signed) D. D. HAY,
Chairman,

On behalf of Delegation from the County Council of Perth.

DELEGATES PRESENT:—

D. D. Hay, Ex-Reeve, Listowell, *Chairman.*	Thomas Ballantyne, Reeve, Downie.
James Trow, Esq., M.P., South Perth.	William Davidson, Esq., Reeve, Fullarton.
T. M. Daley, Esq., M.P., N. Perth,	Robert Jones, Esq., Reeve, Logan.
Andrew Monteith, Esq., M.P.P., W. Perth.	Andrew Little, Esq., Depy.-Reeve, Wallace.
Thomas King, Esq., Warden, County of Perth	

To His Excellency the Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant-Governor of the Province of Ontario.

The Petition of the Municipal Council of the Township of Elma

RESPECTFULLY SHEWETH,

That the Municipal Loan Fund debt of the County of Perth, amounting to $288,000, contracted for railroad and gravel road purposes in 1852, was wholly expended either on the Buffalo and Lake Huron Railroad, or in the townships then organized and forming the County of Perth.

That the Township of Elma was then, and for years after, the property of the Crown, and was not sold till 1854, and not represented in the county council till 1856, and consequently was not legally or equitably liable for the debt then made by the county.

That until the year 1860, no access whatever was enjoyed by the ratepayers in Elma to any county markets, or to the Buffalo and Lake Huron Railway, at any point within the county, and until the township had contracted a local debt of $25,000, which was expended in building the Logan and Elma gravel road, such access was not enjoyed, and said debt still remains unpaid, less $5000.

That within the past year the township has, in addition to this debt of $25,000, contracted a further debt of $30,000 in aid of the southern extension of the Wellington, Grey and Bruce Railway; the effect of the construction of this road being to render the Buffalo and Lake Huron Railroad on the south of little or no consequence to the township, and to carry our traffic and travel, and commercially unite the township to the County of Wellington on the east.

That the Township of Elma has already paid on account of interest on the Municipal Loan Fund debt of the county not less than from $7,000 to $8,000, a sum about equal to all grants received therefrom for local purposes.

That in view of the facts herein set forth, your petitioners respectfully pray that they may be separated from the County of Perth, and either united for municipal and judicial purposes to the County of Wellington, or formed into a new county, with Listowell as the county town; or if not set apart from Perth, that they may in some way be protected and secured against the further payment of any additional portion of the county indebtedness, made in the interests of the other sections of the county, unless on the condition that our local indebtedness for similar advantages are also made part of the county indebtedness, or by a fair proportion of the surplus apportioned to the county being applied in the direction indicated.

And your petitioners as in duty bound will ever pray.

(Signed), D. FALCONER,
Reeve.

WM. D. MITCHELL,
Township Clerk.

To His Excellency the Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant-Governor of Ontario, and the Honourable the Executive Council of Ontario.

The petition of the Municipal Council of the Township of Wallace—

RESPECTFULLY SHEWETH:

That the Municipal Loan Fund debt of the County of Perth, for railway and gravel road purposes, amounting to $288,000, contracted in 1852 and 1853, was wholly expended either on the Buffalo and Lake Huron Railroad, or within the townships then organized, and forming the county.

That the Township of Wallace, up to the year 1856, when the sale of land was made, was the property of the Crown, and until the year 1858 was not represented in the County Council, and consequently neither legally or equitably liable for the payment of any debt contracted in 1852 and 1853.

That the township has already paid over $8,000 on account of interest on the Municipal Loan Fund debt of the county, a sum more than equal to all grants received from the county for local improvements.

That, until about the year 1860, no access was enjoyed by the township to any local market within the county, and then only after the construction of the gravel road to the south, by the Township of Elma, since which time the township, in common with other sections of the country, has been advantaged by the Buffalo Railroad, although our chief trade has, and continues to be, with our local markets, and with the Counties of Wellington and Waterloo on the east.

That, in 1867 and 1872, the township contracted a local debt of $35,000 in aid of the Wellington, Grey and Bruce Railway, which has commercially united the township to the County of Wellington on the east, and renders the Buffalo and Huron Railroad of little or no service to the township.

That, in view of the facts herein set forth, your petitioners respectfully pray, either that they may be allowed to separate from the County of Perth, and be united to the County of Wellington, for municipal and judicial purposes, or formed, with other municipalities, into a new county, with Listowell as the county town; or, if remaining in Perth, that they be in some way protected against the payment of any additional share of the County Municipal Loan Fund debt, from which they receive no advantage, unless on condition that a portion of our local debt for railroad purposes is assumed by the county, or such a portion of the surplus due the county be applied in said direction as, upon examination, may be found just and equitable.

And your petitioners, as in duty bound, will ever pray.

JOHN MCDERMOTT,
Reeve.
MARMADUKE HAMSWORTH,
Clerk.

To His Excellency the Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant-Governor of the Province of Ontario, and the Honourable the Executive Council of Ontario.

The petition of the Municipal Council of the Village of Listowell—

RESPECTFULLY SHEWETH:

That the Municipal Loan Fund debt of Perth, of $288,000, contracted in 1852 and 1853, for railway and gravel road purposes, was wholly expended either on the Buffalo and Lake Huron Railroad, or on the townships then organized, and forming the County of Perth.

That the Townships of Elma and Wallace, from which the Village of Listowell has been formed, were at that time, and for several years after, Crown property, Elma having been sold in 1854, and Wallace in 1856, and, as such, were neither legally or equitably liable for the debts then made.

That, until about the year 1861, this section of the County of Perth had no passable outlet to any county markets on the Buffalo road, and then only after a large local debt of $25,000 was made by Elma and Listowell to build a gravel road to the south, and which debt still remains unpaid; that up to, and previous to that time, our commerce was chiefly with the Counties of Waterloo and Wellington on the east.

That we have already paid on account of interest on the Municipal Loan Fund debt of Perth an amount about equal to all grants received for local improvements.

That, within the past year, a railway debt has been made by Listowell of $15,000; Elma, $30,000; and Wallace, of $35,000, in aid of the Wellington, Grey and Bruce Railway—the construction of which renders the Buffalo and Lake Huron Railroad of little or no service to this section of Perth, and unites us, commercially and otherwise, with the County of Wellington on the east.

That, in view of the circumstances and facts herein set forth, your petitioners respectfully pray that they may be allowed to separate from the County of Perth, and attached to the County of Wellington, for municipal and judicial purposes, or incorporated with other municipalities, from Perth, Wellington, and Huron, into a new county formation, with Listowell as a county town; or, if not separated from Perth, secured in some way against the payment of a county indebtedness, for either gravel roads or railroads, made in other sections of the county, unless on condition that our local debenture debt for similar advantages is also made a part of the general county indebtedness.

And your petitioners, as in duty bound, will ever pray.

Signed on behalf and by authority of the Municipal Council of the Corporation of the Village of Listowell,

(Signed) D. D HAY,
Reeve

January, 1873.

To His Excellency the Honourable William Pearce Howland, Lieutenant-Governor of the Province of Ontario, and the Honourable the Executive Council of Ontario.

Memorial of the Township Council of the Township of Mornington—

RESPECTFULLY SHEWETH:

That, in 1852, the County of Perth borrowed $200,000 in aid of Buffalo and Lake Huron Railroad.

That, in 1853, an additional sum of $88,000 was borrowed and expended in the construction of gravel roads and leading roads in the county.

That no part of the money borrowed for local improvements was expended in Mornington, the township being regarded at the time as a non-contributor to county funds.

That, for many years, the railway expenditure was of no service to the ratepayers of this township, the southern roads or outlets to the county being impassable—the chief if not the entire commerce being eastward with the County of Waterloo.

That, in 1852, when the railway debt was contracted, this township was unrepresented in the county council, and had no vote in the election of reeve of any of the senior townships of the county, and, consequently, had no voice in the making of the debt.

That in 1852 the great bulk of the township was Crown property and not legally liable for any debt then made.

That the township have already paid over $8,000 as their portion of the interest from time to time paid by the county on their Municipal Loan Fund debt.

That at least one half of the ratepayers of the township enjoy more convenient and accessible market accommodation at Listowell and other points on the Wellington, Grey and Bruce Railway system, and many more continue to have as intimate business relations with the County of Waterloo on the east as the County of Perth on the south.

That in view of the facts and circumstances herein set forth, this council feel that they are not on any equitable principle liable for the payment of the Railway or Gravel Road debt of the county, and therefore pray, either to be set apart and separated from the County of Perth and attached to Waterloo for municipal and judicial purposes, or to any new county formation likely to be effected with Listowell as the county town, or to be in some way protected, should they remain in the County of Perth, against the payment of a debt for which they are neither in law or equity liable, and your petitioners, as in duty bound, will ever pray.

(Signed,) S. WHALEY,
Reeve.

(Signed,) – J. B. RUTHERFORD.
Deputy Reeve for the Council.

Dated at Mornington, the 28th day of December, 1872.

To the Honourable Oliver Mowat, Premier of the Province of Ontario.

The memorial of the Municipal Council of the Town of St. Mary's, in the County of Perth,

SHEWETH,—

That the said Municipality of the Town of St. Mary's, was, prior to the first day of September, in the year of Our Lord one thousand eight hundred and sixty-four, one of thirteen municipalities comprising the Corporation of the County of Perth, and was liable to a just proportion of county indebtedness then owing by the said County of Perth.

That the County of Perth was indebted to the Municipal Loan Fund in a very large amount of money at the said first day of September, A.D. 1864.

That the said Corporation of the Town of St. Mary's withdrew from the said county for municipal purposes, and on a settlement between them paid to the said county the sum of nine thousand dollars, consisting of moneys in the hands of the Sheriff of the County of Perth collected on account of back or non-resident land taxes for the Town of St. Mary's, amounting to about four thousand dollars, and money and non-resident land taxes in the hands of the warden of the said county for collection, amounting to the sum of six thousand five hundred dollars, which was agreed to be taken and was taken and accepted by the said County of Perth as five thousand dollars cash, which, with interest from the third day of September, A.D. 1864, amounts to the sum of thirteeen thousand five hundred dollars, as appears by a schedule hereto annexed, marked "A."

That by an agreement made and entered into between the said town and the said county, the said Town of St Mary's agreed to pay and became responsible for the payment of a further sum of thirteen thousand dollars to the County of Perth, upon the terms mentioned in the said agreement, a copy of which is hereto annexed, marked "B."

Together with a further sum of five thousand eight hundred and fifty dollars by way of interest.

That upon the said agreement the said town has paid the sum of ten thousand five hundred and forty-three dollars and eighty-two cents, as appears by the schedule hereto annexed, marked "C."

That the interest on the several payments shewn in the said schedule "C.," up to the fourth day of January, amounts to the sum of two thousand and sixty-seven dollars and seventy one cents, as shewn in the schedule hereto annexed, marked "D.," which, added to the said sum of ten thousand five hundred and forty-three dollars and eighty-two cents, amounts to the sum of twelve thousand six hundred and eleven dollars and fifty-three cents.

That the said County of Perth has received from the said Town of St. Mary's the sum of nineteen thousand five hundred and forty-three dollars and eighty two cents, which, together with interest thereon from the date of such receipt by the said county, would now amount to the sum of twenty-six thousand one hundred and eleven dollars and fifty-three cents over and above the annual payments to be made on account of the administration of justice within the said county by the said Town of St. Mary's.

That the said County of Perth has not paid over the said sums so paid by the Town of St. Mary's to the said county on account of the said settlement, and have used the said moneys for county purposes instead of paying the same over to the Government on account of said Municipal Loan Fund indebtedness.

That the said county have a claim for the payment of the further sum of six thousand and five hundred dollars by the said town, under and by virtue of the said agreement, in the year of our Lord one thousand eight hundred and seventy-four, together with interest accrued thereon, amounting in all to about 7,000 dollars.

That no portion whatever of the said money borrowed by the County of Perth from the said Municipal Loan Fund was expended either in the Town of St. Mary's or in the municipalities adjoining, but the whole amount thereof was granted to the Buffalo and Lake Huron Railway, to aid in its construction and for the benefit of the rival Town of Stratford, without conferring any benefit on the said Town of St. Mary's.

That the said Town of St. Mary's is largely indebted for construction of its local improvements, roads, bridges and school-houses, and one-half of the revenue of said town derived from taxation is required to pay the interest and sinking fund of the debt of the said town.

That the said Town of St. Mary's, if it had still continued as a portion of the said County of Perth for municipal purposes, would not have been required to pay any portion of the said debt up to the present time, and would have participated in any remission of said debt made by the Government in favour of the said county.

That the said Town of St. Mary's, in the year one thousand eight hundred and fifty-eight, granted the sum of four thousand dollars to the St. Mary's and Exeter Gravel Road Company, and issued debentures to that amount, bearing interest at six per cent., and running fifteen years, said debentures and interest amounting in all to the sum of seven thousand six hundred dollars, said St. Mary's and Exeter Gravel Road running about eight miles through the Township of Blanshard, in the said County of Perth.

That in the year one thousand eight hundred and seventy-one the said town granted the sum of one thousand two hundred dollars to build a road running through the said Township of Blanshard, in the said County of Perth, and issued debenture, for that amount, bearing interest at seven per cent., which said debentures, and interest amount in all to the sum of two thousand and forty dollars, making a total amount expended by the said town in improving the roads of the said county of nine thousand six hundred and forty dollars over and above the very large amount of their proportion of the county indebtedness.

That if the said town had only been compelled to pay for the local improvements of the said town, and had not been liable to pay the said proportion of the county indebtedness, it would now be free from debt, instead of being indebted to the extent of forty-two thousand dollars.

Your memorialists therefore pray that the case of the said town may be taken into consideration by the Government, and that they may be allowed their fair proportion of any reduction that may be made in the debt of the County of Perth, and that the said county may be required to reimburse the said Town of St. Mary's to the same extent as the relief granted to the same county, and in the same proportion.

L. CRUTTENDON,
Clerk.

L. S.

"A."

Schedule amounts paid county at date of settlement, Sept. 3rd, 1864.

1864.			
Sept. 4th.	To amount of moneys in hands of Sheriff............	$4,000	00
	To amount of back taxes allowed at.........	$5,000	00
		$9,000	00
1873.			
Jan. 4th.	To interest to date at 6 per cent.	$4,500	00
	Total....................................	$13,500	00

"B."

Articles of Agreement made and entered into this third day of September, in the year of our Lord one thousand eight hundred and sixty-four, between the corporation of the County of Perth, in the Province of Canada, of the one part, and the corporation of the Town of St. Mary's, in the County of Perth, and Province aforesaid, of the other part :—

Whereas the said the corporation of the Town of St. Mary's hath been and now is subject to the jurisdiction of the council of the said the corporation of the County of Perth:

And whereas the said the corporation of the Town of St. Mary's is desirous of withdrawing from the jurisdiction of the said council under, by virtue of and according to the provisions of the statute in that behalf made and provided :

And whereas a by-law of the said the corporation of the Town of St. Mary's, authorizing and directing such withdrawal has been duly passed :

And whereas the parties to these present have mutually agreed upon the terms and conditions of withdrawal hereinafter set out:

Now therefore these articles of agreement witness that the said the corporation of the Town of St. Mary's for itself, its successors and assigns, doth hereby covenant, promise and agree to and with the said the corporation of the County of Perth, its successors and assigns, in manner following, That is to say, that the said corporation of the Town of St. Mary's, its successors and assigns, shall and will well and truly pay or cause to be paid unto the said the corporation of the County of Perth, its successors and assigns, the sum of two hundred and seventy-five dollars yearly, and at the expiration of each year from the date of these presents, for the use of the gaol of the said county, and towards and for the expenses for the administration of justice within the said county, and for and towards the now existing debt of the said the corporation of the County of Perth the sum of seven hundred and eighty dollars at the expiration of one year from the date hereof; the sum of seven hundred and eighty dollars at the expiration of two years from the date hereof; the sum of seven hundred and eighty dollars at the expiration of three years from the date hereof; the sum of seven hundred and eighty dollars at the expiration of four years from the date hereof, the sum of seven thousand two hundred and eighty dollars at the expiration of five years from the date hereof; the sum of three hundred and ninety dollars at the expiration of six years from the date hereof: the sum of three hundred and ninety dollars at the expiration of seven years from the date hereof; the sum of three hundred and ninety dollars at the expiration of eight years from the date hereof; the sum of three hundred and ninety dollars at the expiration of nine years from the date hereof; and the sum of six thousand eight hundred and ninety dollars at the expiration of ten years from the date hereof.

Provided always, and it is hereby expressly declared and agreed by and between the parties hereto, that the annual payment above mentioned for the use of the gaol and the expenses of administration of justice as aforesaid, shall continue for the term of three years from the date hereof and no longer, and that at the expiration of the said term of three years a new agreement shall be made in respect thereto.

Provided also that the said the corporation of the Town of St. Mary's hereby expressly abandons, releases and quits claim unto the said the corporation of the County of Perth all the arrears of taxes on non-resident lands situate within the limits of the said the corporation of the Town of St. Mary's, and now in the hands of the sheriff or the treasurer of the said county, or under the control, management and disposition of the council of the said the corporation of the County of Perth, or which have entered into the non-resident land fund of the corporation last aforesaid, and all the interest, right, title, claim, lien and demand of the said the corporation of the Town of St. Mary's of, into and out of the same and every part thereof, save and except the arrears of such taxes for the year of our Lord one thousand eight hundred and sixty-four, whereto the said the corporation of the Town of St. Mary's is hereby declared to be and remain entitled, anything in this agreement to the contrary notwithstanding.

And the said parties hereto hereby mutually release each the other of and from all actions, causes of action, suits, rights, claims and demands other than such as are allowed created or given under and by virtue of these presents, to which either is entitled from or against the other for or in respect of any cause, matter or thing whatsoever.

In witness whereof the warden of the said the corporation of the County of Perth, an the mayor of the said the corporation of the Town of St. Mary's have hereunto set their hands and affixed the respective corporate seals of the said corporations the day and year first above written.

(Signed,) **Andrew Monteith**, (Seal,)
Warden, County Perth.

(Signed,) **Thos. B. Guest**, (Seal,)
Mayor of the Town of St. Mary's.

Signed, sealed and delivered in the presence of
(Signed,) **J. Grayson Smith.**

"C."

Schedule of Payments made by the Town of St. Mary's to the County of Perth

1864.		
July 1.	—Clergy Reserve retained by the county	$221 34
1865.		
July 1.	— Do. do.	215 63
1866.		
July 1.	— Do. do.	221 60
Nov. 6.	—Cash on account	600 00
Dec. 27.	— Do. do	400 00
1867.		
Nov. 8.	— Do. do.	300 00
July 1.	—Clergy Reserve receipt	292 63
Dec. 13.	—Cash on account	1000 00
1868.		
July 1.	—Clergy Reserve receipt	297 50
1869.		
July 1.	— Do. do.	301 92
Dec. 2.	—Cash on account	6500 00
1870,		
July 1.	—Clergy Reserve receipt	161 70
1871.		
April 5.	—Cash on account	690 00
July 1.	—Clergy Reserve receipt	159 50
Dec. 6.	—Cash on account	690 00
"	— Do. do.	1200 00
		$13,251 82

Of the above there was paid to the county for administration of justice the following sums, viz. :—

In 1865	$275 00	
" 1866	275 00	
" 1867	275 00	
" 1868	533 00	
" 1869	450 00	
" 1870	300 00	
" 1871	300 00	
" 1872	300 00	$2708 00
Balance		$10,543

"D."

Schedule of Interest on the payments mentioned in Schedule "C," from the dates of the several payments up to the fourth day of January, A.D. 1873.

1873.						
Jan. 4.—To interest on	$221 34	from	4th Sept., 1864			$109 56
" "	215 63	"	1st July 1865,	to date		95 67
" "	221 60	"	1st " 1866	"		86 24
" "	600 00	"	6th Nov. "	"		216 00
" "	400 00	"	27th Dec. "	"		144 00
" "	300 00	"	8th Mar., 1867	"		106 00
" "	292 63	"	1st July "	"		96 36
" "	1000 00	"	13th Dec. "	"		302 50
" "	297 00	"	1st July, 1868	"		80 32
" "	301 92	"	1st July, 1869	"		63 21
" "	6500 00	"	2nd Dec. "	"		1202 50
" "	161 70	"	1st July, 1870	"		24 25
" "	690 00	"	5th April, 1871	"		72 45
" "	159 50	"	1st July "	"		10 33
" "	690 00	"	6th Dec. "	"		43 90
" "	1200 00	"	" "	"		76 50
Cr.						$2729 79

1873.

Jan. 4th.—By interest on administration of justice from date when due to date:—

$275	from 4th Sept.,	1865,	to date,	$121 00	
275	" "	1866	"	104 50	
275	" "	1867	"	88 00	
533	" "	1868	"	138 58	
450	" "	1869	"	90 00	
300	" "	1870	"	70 00	
300	" "	1871	"	40 00	
300	" "	1872	"	10 00	$662 08
Balance					$2067 71

STRATFORD, December 20th, 1872.

The Honourable Adam Crooks,
Provincial Treasurer.

SIR,—Herewith I transmit the statements, promised by the delegation from the Town-Council, in regard to the proceeds of the loan contracted by the Municipality of Stratford, under the authority of the Municipal Loan Fund Act.

You will remember that you indicated the following heads, as those on which you desired information—viz:

1. When did Stratford receive the amount of £25,000 currency, and when was it transferred to the railway company?
2. The exact amount of railway bonds that were received by the town in return for the loan.
3. The amounts realized from the railway securities, with dates.
4. Application of proceeds.
5. Present condition of works in which the town is interested.
6. The debenture debt of the town, over and above the amount due the Government, and the rate of taxation for the year 1872.

7. Any special grounds on which the Town of Stratford would urge that it should be exonerated from any part or all of the proceeds of the loan.

I have followed this order in the accompanying statements, and would refer you to the corresponding number for information on each head.

The annexed plan is intended to represent the relative positions with regard to Stratford, of the townships which the road was intended to, and did, benefit. It shows the position of the great swamp, which, before the construction of the road, was almost impenetrable.

If you should require any further information in regard to matters connected with the Stratford debt, I shall, if in my power, be happy to give it.

I remain,
Sir,
Your obedient Servant,
(Signed) C. J. Macgregor,
Chairman, Finance Committee,
Town-Council of Stratford.

STATEMENTS

Submitted, on behalf of the Town of Stratford, in reference to the disposal of the proceeds of a loan of £25,000 currency, contracted under the authority of the Municipal Loan Fund Act, 16 Vic., chap. 22.

1. As no entry of the payment of the money appears on the books of the town, it is probable that it was paid by the Government directly to the Buffalo, Brantford and Goderich Railway Company, on the order of the Reeve of Stratford.

The by-law under which the money was borrowed was passed on the 26th May, 1854. Orders were issued to the railway company for the under-mentioned sums at the dates specified.

November 22nd, 1854	£12,500 currency.
December 11th, "	8,500
January 8th, 1855,	4,000
Total	£25,000

2. Amount and number of railway bonds received in return for loan :—

102 Second Mortgage Bonds, at £200 sterling	£20,400 sterling.
2 Second Mortgage Bonds, at £100 sterling	200
Total	£20,600

3. Dates of sale of bonds and amounts realized :—

(1) Bonds sold for Hazeltine, Powell & Co. :—

1857, March 16	£4,600 sterling at	96	£4,416 sterling.			
" " "	400 "	96	384			
" June 8	400 "	92½	370			
" August 20	1,000 "	85½	855			
" Dec. 22	1,000 "	75	750			
" " 23	3,000 "	74	2,220			
" " 28	1,600 "	77	1,232			
1858, January 4	1,000 "	83	830			
			£11,057			
Interest, &c., less commission and expenses of sale ...			422	16	3	
			£11,479	16	3	
						$55,268 81

(2) Bonds sold for Commercial Bank of Canada :—

				£	s.	d.	$	cts.
1857, Dec.	21	£3,500 sterg., less commission, &c.		£2,605	0	9		
1858, April	30	200	" "	160	17	10		
" May	7	900	" "	708	0	3		
" "	28	1,000	" "	777	5	0		
1859, Jan.	18	2,000	" "	1,554	9	4		
				£5,805	13	2		
							$28,178	74
Interest on Money in hands of Bank							285	92
Total amount realized							$83,733	47

4. Application of proceeds.

The greater part was invested in the Stratford Northern Gravel Road Company.

The direction, &c. of the road is shown on the accompanying map.

The money was paid to the secretary of the road company, on the order of the reeve, as follows :—

		£	s.	d.		
1857, April	11	£4,000	0	0	currency.	
1858, Feb.	9	7,843	4	3		
" April	12	2,491	12	2		
1859, August	2	731	2	7		
" Dec.	19	5,000	0	0		
1860, Jan.	24	800	0	0		
		£20,865	19	0		$83,464 80

The Market Buildings at Stratford were erected during the years 1857-58, on which the following amount was expended :—

	£	s.	d.	
1857	£3,856	0	0	
1858	2,099	1	5	
	£5,955	1	5	$23,820 28

5. The road has never paid any return to the town ; but, on the contrary, was a source of yearly expense, till it was sold by the sheriff under execution. It was bought by the County of Perth for $4,000, which barely satisfied the execution.

The Market Buildings yield at present a revenue as under :—

	$	cts.
Gross Revenue from Market Buildings	$1,813	00
Expenses of keeping in repair	200	00
Net Revenue	$1,613	00

6. The debenture debt of the town, over and above the amount due to the Government is $36,000.00.

The rate of taxation for the present year (1872) is 18½ mills on the dollar.

7. The council of the Town of Stratford, with all due deference, submit the following as constituting, in their judgment, special grounds for relief :—

(1.) That they should have been (but are not) credited with due and proper proportions of the clergy reserve moneys since the year 1857, which would have been applicable towards the reduction of their liability.

(2.) They submit that the Stratford Northern Gravel Road, upon which they expended such a large amount of the proceeds of the loan, was a direct benefit to the Crown lands in the Townships of Mornington, Elma, and Wallace, in the County of Perth, the Township of Wellesley, in the County of Waterloo, and the Township of Maryborough, in the County of Wellington, extending as it does to the seventh concession of the Township of Mornington, a total length of seventeen miles, greatly enhancing the value of and the price asked for the lands unsold at the date of its construction, and for a great deal of such lands then remaining unsold a much higher price was imposed by the Crown and received, in consequence of such enhanced value, than would otherwise have been obtained.

(3.) The inhabitants of the Townships of Mornington, Elma, and Wallace, until the construction of such road, suffered great inconvenience in endeavouring to reach Stratford, the county town, by being obliged to make a detour of several miles to avoid the great swamp of North Easthope and Ellice, through which the said road is constructed for a distance of eight miles.

(4.) They submit a map or sketch showing the course of the said road, and also of another road extending west and north from its northern terminus, constructed by the Township of Mornington, assisted by the County of Perth, the necessity for which was created by the traffic over the said Northern Gravel Road.

(5.) On or about the third day of July, 1866, the said Northern Gravel Road was sold by the Sheriff of the County of Perth for the sum of $4,000 or thereabouts, at the suit of one William H. Mitchell and the Bank of Montreal, creditors of the said Road Company, and purchased by the corporation of the County of Perth, who have since owned it, since which time the Town of Stratford have ceased to own any interest in it.

Certified correct.

A. McCULLOCK.
Mayor.

LEGISLATIVE ASSEMBLY,
TORONTO, 31st January, 1873.

To the Honourable the Provincial Secretary, Ontario.

SIR,—I am requested to call the attention of the Government to the statement made in the Report on the Municipal Loan Fund, in reference to the Town of Barrie, with a view to correct the allegation there made, that the loan was expended in local improvements. This statement appears in reports previous to that of last year, but it was not thought a matter of any moment to make an explanation on the subject until the present time, when it is contemplated by the Government to propose a settlement of such loans.

The money was originally borrowed for the purpose of aiding the Northern Railway Company in the construction of a branch into the Town of Barrie, which now forms part of the main line to Orillia, and which should have properly been built at first without any expense to the town.

A difficulty arose about the construction of this branch, and, pending a long term of litigation with the company, the loan was used for the purpose of building a market-house, but the debentures issued for the last mentioned work were afterwards sold and the proceeds applied to the object for which the first loan was made, so far as required, and to the extent of about $10,000.

The loan made to the Town of Barrie may therefore be properly said to have been expended almost wholly for railway purposes.

I have the honour to be,
Sir,
Your obedient servant,
W. D. ARDAGH.

To His Excellency the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council.

MAY IT PLEASE YOUR EXCELLENCY:

The Municipal Council of the Town of Guelph respectfully submit the subjoined memorandum by way of petition, respecting their indebtedness to the Municipal Loan Fund, and pray your Excellency in Council's most favourable consideration.

Memorandum respecting the indebtedness of the Town of Guelph to the Municipal Loan Fund.

After the Great Western Railroad was constructed to Galt the Town of Guelph, then a village corporation, feeling the necessity of railway communication, subscribed £10,000 stock in the Galt and Guelph Railroad, for which stock they issued debentures payable in 1873.

The Galt and Guelph Railroad was commenced and shortly afterwards was in financial difficulties, the road was constructed as far as Hespeler, nine miles from Guelph, and there stopped for want of funds.

The Town of Guelph was desirous that the road should be completed, for by stopping at the point where it had done, the interests of the town would have been severely injured and the investments become a total loss if not completed. The Great Western Railroad Company made at this time an arrangement with the Galt and Guelph Railroad Company to complete the road to Guelph and undertake to run it for ten years; part of their arrangement was that Guelph should borrow £20,000 from the Municipal Loan Fund, which money was to be handed over to the Great Western, which was done.

The Great Western took a mortgage upon the road for their advances, which mortgage has been foreclosed and the road will, before long, pass into the hands of the Great Western.

The liabilities of the town on account of Galt and Guelph Railway by this arrangement were £20,000 Municipal Loan Fund and £10,000 for stock, an amount which the place with a population of not 3,000, could not have borne; but to induce the town to borrow the £20,000 from the Municipal Loan Fund the Galt, Guelph Railroad Company gave to the town £5,000 of the town debentures, issued for stock (which were cancelled), £2,600 Township of Guelph, £2,400 Village of Preston, £2,500 City of Hamilton, debentures with a view to reduce the liability of the town in the undertaking, and cancel the remaining town debentures of £5,000 issued for stock, which the Galt, Guelph Railroad Company had sold. By this transaction the stock taken by the town would be cancelled and £2,500 would apply to the reduction of the Municipal Loan Fund debt and make the net liability of the town £17,500.

There is an error in Mr. Wood's statement of the transaction. The above-mentioned debentures were not subscribed by those municipalities to enable Guelph to obtain the loan, but those debentures were at the time of the transaction the property of the Galt, Guelph Railroad Company, being owned by that company for original stock subscribed by those municipalities.

The town paid the Hamilton debentures, £2,500, to the Government, in settlement of arrears in 1859, and held the Preston and Guelph Township Debentures as collateral, to cancel the Guelph Town Debentures, £5,000, due in 1873, issued for stock.

After 1859 the town paid both interest and sinking fund for several years, but finding that the Government did not enforce the provisions of the Act 1858, or collect the five cents in the dollar; under the terms of that Act they followed what appeared to be the general example.

The investment in the Galt, Guelph Railroad Company is a total loss, the town never having received anything in the shape of a dividend or interest.

The Galt, Guelph Railroad is now worked by the Great Western, as part of the line of the Wellington, Grey and Bruce Railroad, of which that road is an extension. The construction of the Galt, Guelph Railroad was an immense benefit to a large extent of country, besides forming a connecting link between the Great Western main line and and the Grand Trunk, so that the money received from the Municipal Loan Fund, by Guelph, and invested in that road, has contributed to a great public benefit.

As the Ontario Government are now granting aid for the construction of railroads out of the surplus fund of the Province and also aiding the Wellington, Grey and Bruce Railroad, which is an extension of the Galt and Guelph Railroad, the Town of Guelph have some claim to their consideration in the settlement of the debt due the Municipal Loan Fund.

Your petitioners, therefore, humbly pray that your Excellency in Council will grant such relief and abatement of the Municipal Loan Fund debt as may seem to be just and right to your Excellency.

(Signed,) RICHARD MITCHELL,
Mayor.

(Signed,) JOHN HANEY,
Town Clerk.

To the Honourable William P. Howland, Companion of the Bath, Lieutenant-Governor of the Province of Ontario, &c., &c., in Council assembled,

The petition of the Corporation of the City of Hamilton

HUMBLY SHEWETH—

1. That your petitioners have taken a deep interest in the progress and advancement of the Province of Ontario and have contributed large sums towards the construction of railways as a means of opening up the country and of facilitating communication between the different parts of the Province and rendering more easy and expeditious the transit of produce and merchandize and thus increasing the value of property.

2. With these objects in view your petitioners took stock in the Great Western Railway Company to the amount of	$200,000 00
In the Hamilton and Port Dover to the amount of	500,000 00
In the Wellington Grey and Bruce Railway to the amount of	200,000 00
In the Preston and Berlin Railway to the amount of	100,600 00
And in the Galt and Guelph Railway to the amount of	40,000 00
Add your petitioners have also granted a bonus to the Hamilton and Lake Erie Railway of	50,000 00
	$1,090,600 00

And in most of these undertakings the citizens of Hamilton have also largely invested in stock.

3. In these undertakings your petitioners have suffered heavy losses:	
In the Great Western Railway to the amount of	$55,216 00
In the Hamilton and Port Dover to	500,000 00
In the Galt and Guelph	40,000 00
The sum contributed to the Hamilton and Lake Eric was a gift	50.000 00
And the stock in the Wellington, Grey and Bruce is at a large discount.	
	$645,216 00

Besides the foregoing indebtedness incurred in the promotion of railways, your petitioners incurred the following debts for local purposes in the city of Hamilton, namely, for water works	$ 883,017 01
for general purposes	527,917 08
	$1,410,934 09

Making the total indebtedness of your petitioners without taking into consideration large accumulations of interest in arrear on $90,000 of the said Preston and Berlin debentures, about $2,501,534.09, none of which was created under the Municipal Loan Fund for Upper Canada, but all on the individual credit of your petitioners.

4. The subscription for stock in the Preston and Berlin Railway stands in a peculiar position. This company formerly a branch of the Galt and Guelph Railway Company was incorporated as a separate and distinct line by the 20 Vic. cap. 147, with a capital stock of £125,000; your petitioners subscribed for £50,000 or $200,000 of this stock and issued debentures for that amount for the payment thereof. Of these your petitioners are informed that debentures to the amount of $80,000 are now in the hands of or belong to the Government of Ontario, and $10,000 are now in the hands of or belong to the Government of Quebec, while the debentures for the balance of $110,000 form part of the consolidated debt of your petitioners upon which they have paid interest for the last fifteen years.

5. By a subsequent Act. 27 Vic. cap. 56. made upon the petition of one Edward Irving Fergusson and of the Preston and Berlin Railway Company, power was given to the said Fergusson to sell to any railway incorporated or to be incorporated and whose line touched or intersected the line of the Preston and Berlin Railway Company or to any corporation or

association of persons to be incorporated in the manner therein mentioned and thereon called the "purchasers" who might agree to purchase the same, and they were respectively authorised to purchase the railway of the said company from Preston to Berlin, and it was also provided that the purchasers should upon the transfer to them of the said railway and works as authorized by that Act possess and enjoy the same and the same should thenceforth vest in and absolutely belong to such purchasers freed and discharged from all claims by the shareholders of the said railway company.

6. Under the powers conferred by this Act the Preston and Berlin Railway was sold to and purchased by or on behalf of the Grand Trunk Railway Company and the right of your petitioners, and the other shareholders of the Preston and Berlin Railway Company, in the stock of the said company was extinguished.

7. The Grand Trunk Railway Company upon the completion of the purchase took up the rails and dismantled the said railway, and there has not been since any railway between Preston and Berlin.

8. Your petitioners humbly shew that the last mentioned Act enacted a new principle of law applicable to this particular case, viz., the sale of the franchise and property of a railway company for the payment of its debts, which were not in existence when your petitioners became shareholders in that company, and the object your petitioners had in becoming shareholders and were alone justified in becoming shareholders was frustrated and completely defeated and the franchise and property in which they were shareholders were transferred to another company who holds them free from the right of your petitioners.

9. Your petitioners humbly show that under the circumstances detailed above, and the passing of the last quoted Act, your petitioners are equitably entitled to be relieved from payment of the debentures made by them for the payment of the said stock and that the $90,000 of these debentures now in the hands of or owned by the Governments of Ontario and Quebec should be returned to them to be cancelled and they ought to be paid by the Government the $110.000 of these debentures which have gone into and form part of the consolidated debt of the City of Hamilton.

10. Your petitioners further show that several municipalities in Ontario, numbering about forty-six, borrowed in all $7,300,000 on the credit of the Municipal Loan Fund for Upper Canada, $5.867,400 whereof were expended in the promotion of railways and $1,432,600 the residue in local improvements. On the first of January, 1871, the Province had paid on account of these municipalities $4,319,584.21 which came out of your petitioners in common with the rest of the taxpayers of Ontario, and there seems no prospect that these municipalities will ever improve in this respect, but that their defalcations will become greater and greater every year—this indebtedness to the Province for arrears of interest being now upwards of $5,000,000. Your petitioners therefore humbly submit that in any general scheme for the relief of the municipalities which have borrowed under the Municipal Loan Fund, and on the distribution of any surplus moneys among the several municipalities in connection therewith, it is but fair and just that your petitioners should be put upon the same footing in regard to their indebtedness for public and local improvements and the distribution of any surplus, as those municipalities that borrowed on the credit of the Municipal Loan Fund. In respect to the $200,000 debentures issued in connection with the Preston and Berlin Railway, the position of your petitioners is precisely analogous to that of the Township of Norwich, Town of Simcoe, Townships of Windham and Woodhouse and the Town of Woodstock in regard to the Woodstock and Lake Erie Railway and Harbour Company, and therefore, resting their case on the same grounds as these municipalities, your petitioners humbly submit on these considerations alone they are entitled to be repaid what they had advanced on account of these debentures in the past and to be fully exonerated from them in the future.

11. Your petitioners further show that an Act was passed in 1864 (27 and 28 Vic. cap. 72) to reconstitute the debenture debt of the City of Hamilton by which your petitioners were authorized to liquidate their debt at the rate of interest and in the manner mentioned therein, provided that a majority consisting of two-thirds in value of the debenture holders present at a meeting held in London, England, should accept it, and the required majority at such meeting did accept the terms specified in the Act.

12. At the time of the passing of the last mentioned Act the Government of the late Province of Canada held debentures issued by your petitioners to the amount of $92,000

and $80,000 thereof are now held by the Government of Ontario as aforesaid. These were as follows:

General debentures	$ 1,000 00
Water works	1,000 00
Galt and Guelph	10,000 00
Preston and Berlin	80,000 00
	$92,000 00

And besides the special grounds of relief before stated in reference to the Preston and Berlin debentures, your petitioners shew that the Government claims to be entitled to hold all of these debentures and to receive interest thereon without regard to the last mentioned Act upon the ground that the Crown is not bound by it; but your petitioners submit that under the circumstances above detailed, the exertions your petitioners have made for the furtherance of these undertakings of Provincial advantage, and their losses, and the non-remunerative character of their investments in them, that it is harsh and inequitable in the Crown to seek to retain a position preferential to the other creditors of your petitioners.

Your petitioners therefore humbly pray that your Excellency would direct that the said debentures for $80,000 issued for stock in the Preston and Berlin Railway be surrendered to your petitioners to be cancelled.

And the sum of $120,000.00, the amount of the remainder of the debentures issued for that stock be paid to your petitioners out of any surplus funds in the Treasury.

And that your Excellency would be pleased to direct the Treasurer to surrender all the other debentures of your petitioners, held by the Government and to accept in lieu thereof debentures issued under and upon the terms of the said Act for reconstructing the debt of the said city.

Or if an Act of the Legislature be deemed necessary for these purposes that your Excellency would be pleased to recommend the same to the Assembly.

And your petitioners, as in duty bound, will ever pray.

To His Excellency the Lieutenant-Governor of Ontario, in Council.

The humble memorial of the Corporation of the Townships of North Norwich, South Norwich, Wyndham and Woodhouse, and of the Towns of Woodstock and Simcoe,

SHEWETH AS FOLLOWS:—

1. By an Act of the Parliament of the Province of Canada, passed in the tenth and eleventh years of the reign of Her Majesty, Queen Victoria, and chaptered one hundred and seventeen, after reciting in its preamble that it was expedient for the benefit of the country that a railroad or way should be constructed, extending from Woodstock, in the then District of Brock (now in the County of Oxford) to the shores of Lake Erie, and that the same should extend in as direct a line as practicable from Woodstock aforesaid, to some harbour or harbours on the said lake, between Port Dover and Port Burwell inclusive, it was enacted that the several persons in the said Act named (together with all such persons as should become stockholders in the Joint Stock Company by the said Act now in statement created) should be, and they by the said Act were ordained, constituted and declared to be a body politic and corporate, in fact and under the name and style of "The Woodstock and Lake Erie Railway and Harbour Company," and it was enacted that by such name they and their successors should and might have continued succession and by such name should be capable of contracting and being contracted with, of sueing and being sued, pleading and being impleaded, answering and being answered unto in all courts and places whatsoever in all manner of actions, suits, complaints, matters and concerns whatsoever; and it was enacted that they and their successors should and might have a common seal, and that by such name they and their successors should by law be capable of purchasing, having and holding to

them and their successors any estate, real, personal or mixed, to and for the use of the said company, and of letting, conveying and otherwise departing therewith, for the benefit and on account of the said company from time to time as they should deem necessary and expedient: provided always, nevertheless, that the real estate to be held by the said company should be only such as should be required to be held by them for the purpose of making, using and preserving the railway and harbours they were, by the said Act, now in statement empowered to construct and for the objects immediately connected therewith.

2. By the second section of the said Act now in statement, it was enacted that the said company should have power to lay out, contract, make and finish a double or single iron or wooden railroad, or way, at their own costs and charges, on and over any part of the country lying between the Town of Woodstock and the Harbours of Port Dover and Port Burwell inclusive, on Lake Erie aforesaid, and to take, carry and transport thereon passengers, goods merchandize and property of any kind, sort, or description, either in carriages used and propelled by the force of steam, or any other power whether of animals or mechanical, or by any combination of power which the said company might choose to employ, and also full power and authority to construct one or more vessel or vessels, whether propelled by steam, sail or any other power for the means of carrying (for the purposes of the said road only) the said passengers goods, merchandize and property from all or any of the said ports on the said lake to any port or place necessary, and also to construct, complete and finish commodious harbours, wharves and piers for the use and accommodation of the said vessels, goods, wares and merchandize.

3. By subsequent sections of the said Act, now in statement, the said company were given all the usual, customary and requisite powers for acquiring the necessary lands and for constructing the said railway and harbour works and for using and working the same and levying tolls in respect thereof and the same were vested in the said company and their successors forever.

4. By the said Act, now in statement, provision was made for the management of the affairs of the said company, and it was enacted that the whole capital stock of the said company (exclusive of any real estate which the said company might hold under and by virtue of the said Act) should not exceed the sum of two hundred and fifty thousand pounds, which amount should be raised by the persons in the said Act named, and by such other persons as should thereafter become subscribers towards the same and that the same should be held in fifty thousand shares of five pounds each, and that no stockholder in the said company should be in any manner whatever liable for or charged with the payment of any debt or demand due by the said company beyond the extent of his, her or their share in the capital of the company not paid up.

5. By the twenty-ninth section of the said Act now in statement it was enacted that the said railroad, harbours, wharves, piers, and vessels, or some of them or some part thereof, which the said company were by the said Act authorized to build and make should be commenced within five years from the passing of the said Act, otherwise the said Act and every matter and thing therein contained should cease and be utterly null and void, and that the said railroad or way, harbours, wharves, piers, and vessels should be completed and fit for public use within 10 years from the passing of the said Act; otherwise the said Act should cease to have force and effect with regard to such parts of the said railroad or way, harbours, wharves, piers, and vessels as should not then be completed, but should remain in force with regard to such parts of it as should be complete and in use.

6. By an Act passed before the said the Woodstock and Lake Erie Railway and Harbour Company had commenced their works, and in the sixteenth year of the reign of Her said Majesty, and chaptered two hundred and thirty-nine, after reciting that the said company had prayed that the time allowed them to commence and complete their said works should be extended, and that they should be allowed to extend their road to Dunnville, and that certain other amendments should be made to their said Act of Incorporation, it was enacted that the said Act of Incorporation should be and continue to be in full force and effect, provided the said company should commence the construction of their works in the said Act of Incorporation mentioned within two years of the passing of the Act now in statement, and should complete the same works and the extension thereof authorized by the said Act now in statement within ten years from the same time, and that if the said works should not be commenced within the period secondly aforementioned, then the said Acts and the

powers thereby granted should cease and determine; and if the said works should not be completed within the period secondly aforementioned then the said Acts and the powers thereby granted should cease and determine as regards such part of the said works as should not then be completed and open to the use of the public, but should remain in force as to such parts of the same as should then be completed and open as aforesaid.

7. By the second section of the said Act now in statement it was enacted that the said company should have full power and authority to extend their railway from Port Dover or from Simcoe, or from any point between those places to Dunnville, in the County of Haldimand, and that all the powers and provisions of the said two Acts should extend and apply to such extension, provided always that the said company should be compelled to extend their road from Woodstock to Port Dover, and to construct the same at the same time with the extension thereof to Dunnville.

8. By the third section of the said Act now in statement it was enacted that the capital stock of the said company might be equal to, but should not exceed, the sum of five hundred thousand pounds currency, divided into shares of five pounds each and that such increased capital stock might be raised and dealt with in the same manner and subject to the same provisions as the capital stock mentioned in the said Act of Incorporation.

9. By the sixth section of the said Act now in statement certain clauses of the Act passed in the fourteenth and fifteenth years of the reign of Her said Majesty, and chaptered fifty-one, known as the General Railway Clauses Consolidation Act, were incorporated with the said Act now in statement, and were made applicable to the said company, and amongst such clauses in the eleventh sub-section of the ninth section of the said Railway Clauses Consolidation Act, and thereby the said company were authorized to borrow from time to time such sums of money as might be expedient for completing, maintaining, and working the railway, and to secure the repayment thereof by their bonds or other obligations, and to hypothecate, mortgage, or pledge their lands, tolls, revenues, and other property of the said company, for the due payment of the said sums and of the interest thereon.

10. By an Act passed in the sixteenth year of the reign of Her said Majesty, and chaptered twenty-two, after reciting in the preamble thereof that that it would greatly facilitate the borrowing upon advantageous terms of such sums as might be required by any county, city, town, township, or village municipality in Upper Canada for effecting, or aiding in effecting, important works calculated to benefit such county, city, town, township, or village, that such sums should be raised by debentures issued upon the credit of a Consolidated Municipal Loan Fund, under the management of the Provincial Government, instead of being raised upon the separate credit of each individual municipality, it was enacted that there should be a Consolidated Municipal Loan Fund of Upper Canada, to consist of all moneys which under the said Act now in statement, or under any other Act, should be directed to form part of the said fund, and that such fund should be managed by the Receiver-General, under the directions of the Governor of the Province of Canada in Council.

11. By the second section of the said Act now in statement it was enacted that it should be lawful for the corporation of any county, city, incorporated town, township, or village by by-law to authorize any sum of money to be raised on the credit of the said Consolidated Municipal Loan Fund, and to appropriate such sum, or so much thereof as might be found requisite for, amongst other things, acquiring, making, constructing, or completing, or assisting in the making, construction, or completion of any railroad, canal, or harbour within or without the municipality, but the acquisition, making or construction whereof would benefit the inhabitants of such county, city, town, township, or village, and by such by-law to declare the purposes to which the sum so to be raised should be applied, and to make such other provisions as might be requisite for ensuring the due application of such money and the attainment of the objects contemplated by such by-law.

12. By the first sub-section of the said second section, it was enacted that the assistance of the municipality should be granted towards making, constructing or completing any such railroad, bridge, canal or harbour, either by subscribing on behalf of the municipality for stock in any company incorporated for making, constructing or completing the same, or by loaning money to such company, or to any board of commissioners incorporated for any of the said purposes, in which case the security to be taken from the company or board of commissioners, and the other terms of the loan, should be mentioned in the by-law.

13. By the second sub section of the said second section it was enacted that the said

by-law should recite that the loan was to be raised under the provisions of the said Act now in statement, and should express the terms for which the loan was required.

14. By other sub-sections of the said second section, provision was made for the ratification of the by-law by the majority of the electors of the municipality, and for its subsequent approval by the said Governor in Council.

15. By the first sub-section of the third section of the said Act now in statement, it was enacted that as soon as the by-law should have been approved by the said Governor in Council, it should be lawful for the Receiver General to raise by loan, by debentures issued by him upon the credit of the said Consolidated Municipal Loan Fund, a sum of money not exceeding that authorized by such by-law, and to pay over such sum to the treasurer of the municipality; or to deliver to him, or to his order, debentures secured upon the said fund to a like amount; or to pay part of such sum in money to the treasurer, and to deliver him debentures for part; and that he should enter the amount for which debentures were delivered to the debit of the municipality, as so much due by it to the said fund.

16. By the third sub-section of the said third section, it was enacted that the said debentures should express upon their face, that the Provincial Government undertakes to pay the principal sum mentioned in them and the interest thereon, out of the moneys forming part of the said Consolidated Municipal Loan Fund.

17. By the fourth sub-section of the said third section, it was enacted that the principal should be made payable at the time provided for by the by-law, and that the debentures should contain no provisions inconsistent with the by-law by which the loan was authorized, and should contain all such provisions as should be necessary to carry out the intentions of such by-law.

18. By subsequent sections of the said Act now in statement, provisions were made for the collection, by the officers of the municipality from the ratepayers thereof, of the yearly and other sums required to meet the payment of the debentures as they fell due, and for the payment of such sums to the receiver-general in order to the application thereof as aforesaid, which provisions are recited in detail in the bond set out in the twenty-seventh paragraph of this memorial.

19. By the second sub-section of the sixth section of the said Act now in statement, it was enacted that all sums of money coming to the municipality as profits, dividends or returns from any work for which the loan was authorized, or as interest or principal of any sum lent by the municipality out of such loan or otherwise, if, however, such loan should be paid into the hands of the treasurer, and by him carefully kept apart from all other moneys, and paid over from time to time to the Receiver-General, to be by him placed to the credit of the municipality, with the said Consolidated Municipal Loan Fund.

20. By the seventh section of the Act now in statement. it was enacted that if any sum which ought to be paid under the said Act by the treasurer of the municipality to the Receiver-General, should remain unpaid during three months or upwards after it ought to have been so paid, then upon the certificate of the Receiver General that the same was so due and unpaid, it should be lawful for the Governor to issue his warrant to the sheriff of the county, reciting the facts and commanding him forthwith to levy such sum by rate, with interest and all costs, and pay over such sum and costs to the Receiver-General, and that the said sheriff should obey the said warrant, and levy the sums therein mentioned in like manner and with the same delay as if it had been recovered against the municipality under a judgment of the proper court of law, and a writ of execution had issued thereupon directed to him and commanding him to levy the same rate, and should pay over the net proceeds to the Receiver-General, and that the costs allowed to the said sheriff for executing the said warrant should be the same as those to which he would be entitled for executing a writ of execution for a like sum.

21. By the eighth section of the said Act now in statement, it was enacted that after any municipality should have borrowed money under the said Act, it should not be lawful for such municipality to contract any further debt without the consent and approval of the Governor in Council, until all debts contracted by it under this Act should have been wholly paid off.

22. By an Act passed in the twenty-second year of the reign of her said Majesty, and chaptered fifteen. it was enacted that a sum equal to the amount of five cents on the dollar on the assessed yearly value, or a like per centage on the interest, at six per centum per an-

num on the assessed value of all the assessable property of any municipality, should be annually raised and paid by such municipality, instead of the payments which the municipality would otherwise be bound to make to the Receiver General under the Act last hereinbefore stated, and that if such payments were not made the municipality should be held to be in default, and should be liable to be dealt with in the manner hereinbefore detailed and as provided for by the Act last hereinbefore stated.

23. The line of the proposed railway of the said the Woodstock and Lake Erie Railway and Harbour Company, from the Town of Woodstock to the shores of Lake Erie, ran and runs through the then Township of Norwich (now divided into the Townships of North Norwich and South Norwich, the Townships of Wyndham and Woodhouse, and the Towns of Woodstock and Simcoe,) and the making, constructon and completion of the said line of railway, and of the said harbour in connection therewith, would greatly benefit the said localities: and the municipal councils of the said corporations being requested so to do by the said Woodstock and Lake Erie Railway and Harbour Company, determined to assist in the making, construction and completion thereof, under the provisions of the said Act, to establish a consolidated municipal loan fund, and accordingly by-laws for that purpose were duly passed by the said municipal council, ratified by the ratepayers of the said townships, and approved by the Governor in Council: and the by-law passed by the Corporation of Norwich is in the words and figures, or to the purport and effect following; that is to say,—

24. "By-law No. 52, authorizing the municipal council of the Township of Norwich to loan the sum of fifty thousand pounds to the Woodstock and Lake Erie Railway and Harbour Company, and to raise the same on the credit of the said Consolidated Municipal Loan Fund.

"Whereas by an Act of the Parliament of Canada, passed in the nineteenth year of the reign of Her Majesty Queen Victoria, entitled 'An Act to establish a Consolidated Municipal Loan Fund for Upper Canada', it was amongst other things enacted that it shall be lawful for the corporation of any county, city, incorporated town, township or village, by by-law to authorize any sum of money to be raised on the credit of the said Consolidated Municipal Loan Fund, and to appropriate such sum, or so much thereof as may be found requisite to defray the expense of acquiring, making, constructing, or completing, or assisting in the making, construction or completion of any railway, canal or harbour within or without the municipality, the acquisition, making or construction whereof will benefit the inhabitants of the said county, city, town, township or village.

"And whereas a company has been incorporated under the name and style of 'The Woodstock and Lake Erie Railway and Harbour Company,' with power, amongst other things, to construct a railway from the said Town of Woodstock, to certain points on Lake Erie.

"And whereas the making, construction and completion of the said railway wil. benefit the inhabitants of the said Township of Norwich, and whereas the said company require from the said municipality for such purpose the loan of the sum of fifty thousand pounds, the repayment thereof to be secured in the manner hereinafter mentioned.

"And whereas the said Municipal Council of the Township of Norwich being desirous of assisting in the making, construction and completion of the said railway, have for that purpose resolved to loan the said Woodstock and Lake Erie Railway and Harbour Company the said sum of fifty thousand pounds and to borrow and raise the same on the credit of the said consolidated Municipal Loan Fund.

"Be it therefore enacted by the Municipal Council of the Township of Norwich, in council assembled, under and by virtue of the said Act, and it is hereby enacted by authority of the same that the said Municipal Council of the Township of Norwich, in the County of Oxford, shall loan to the said Woodstock and Lake Erie Railway and Harbour Company the sum of fifty thousand pounds for the purpose aforesaid, on the bond of the said company, under their corporate seal, for the repayment of the same with interest thereon, in the manner and at the time when the sum to be raised on the credit of the said consolidated Municipal Loan Fund, as aforementioned, in terms of the said Act and of this by-law, shall become due and payable: provided, always, that such loan shall be on the same footing as other municipal loans to the said company, and shall with such loans, if any there be, form the first charge on the said company.

"And be it further enacted by the authority aforesaid, that the sum so to be loaned to the said company, as aforesaid, shall be raised by the said municipal council on the credit of the said Consolidated Municipal Loan Fund and under the provisions of the beforementioned Act for the term of thirty years from the date of the first payment on account of the same received from the Receiver-General: provided that if the sum so to be raised by the said municipal council on the credit of the Consolidated Municipal Loan Fund as aforesaid, or any part thereof, shall be paid by the Receiver-General in debentures, the same shall be taken and accepted by the said company in or towards the payment of the said sum so to be loaned as aforesaid, at the par value of the said debentures."

25. Under the said by-law last set out, the Receiver-General forthwith, upon its approval by the Governor in Council, issued fifty thousand pounds of debentures on the credit of the said the Consolidated Municipal Loan Fund, and delivered the same to the said the Woodstock and Lake Erie Railway and Harbour Company, debiting the Municipal Council of the Township of Norwich in account with the amount thereof.

26. The said the Woodstock and Lake Erie Railway and Harbour Company in pursuance of the said by-law, duly bound themselves to the said Municipal Council of the Township of Norwich, by their bond, dated on the said first day of December, in the year of Our Lord one thousand eight hundred and fifty-three, and the same is in the words and figures, or to the purport and effect following, that is to say:

27. "Know ye all men by these presents that the Woodstock and Lake Erie Railway and Harbour Company are held, and firmly bound unto the Municipal Council of the Township of Norwich, in the penal sum of one hundred thousand pounds of lawful money of Canada, to be paid to the said Municipal Council of the Township of Norwich, their certain attorney or assigns, for which payment to be well and truly made the said Woodstock and Lake Erie Railway and Harbour Company bind themselves, their successors and assigns firmly by these presents, sealed with the seal of the said company dated the first day of December, in the year of Our Lord one thousand eight hundred and fifty-three.

"Whereas the said municipal council by their by-law, passed the first day of December, in the year of Our Lord one thousand eight hundred and fifty-three, have enacted that the said municipal council should loan to the said company the sum of fifty thousand pounds for the purpose of assisting, making, completing and constructing a railway from the Town of Woodstock, in the County of Oxford, to certain points on Lake Erie, on the bond of the said company for payment of the same with interest thereon, in the manner and at the times therein and hereinafter mentioned: provided that such loan should be on the footing as other municipal loans to the said company, and should with such other loans, if any there be, form the first charge upon the said company.

"And whereas the said municipal council have raised the said sum under the authority of a certain Act of the Parliament of the Province of Canada, entitled 'An Act to establish a Consolidated Municipal Loan Fund for Upper Canada,' for the term of thirty years, on the debentures issued in respect of the said loan to the said municipal council for the period to which the payment shall relate, the sum of eight pounds per centum per annum, payable in terms of the said Act until the debentures issued under the said by-law are paid off in principal and interest.

"And whereas by the said Act it is amongst other things enacted that whenever a by-law authorizing the raising of money by loan under the said Act shall have been passed by the council of any municipality, and approved by the Governor in Council; the treasurer of such municipality *ipso facto* and without requiring any other authority or direction whatever, have full power and it shall be his duty before the making out of the ordinary collector's roll in each year if the by-law shall then be in force, and if not, then at least three months before the earliest day on which interest could be payable on any debentures issued under such by-law, to ascertain the highest sum which can be required during the year to pay the interest and principal, if any be payable, on account of debentures issued, or to be issued, under such by-law and to add five per centum thereto for losses and expenses, and to certify the amount in a notice to the clerk of the municipality and that it should be the duty of such clerk to assess the amount equally upon the taxable property in his municipality.

"And by the said Act it is provided that if the money to be raised by the municipality is to be loaned by the municipality so as to produce interest, or if the capital be reimbursable to the municipality, then it should be lawful for the treasurer and the mayor or head of such municipality to enter upon the books of the corporation a certificate setting forth that there ought to be paid to the municipality, during the course of the year, such interest or sum of money (mentioning the amount), or both, as the case may be, and that the said treasurer and mayor have reason to believe, and do believe, that the sums which will form the said sources came into the hands of the treasurer during the year, will amount to the sum of (naming it) and that if the sum mentioned in the certificate be as great as that to which the notice would refer, then no notice shall at that time be given to the clerk of the municipality concerned.

"And whereas the said municipality have, in terms of the said by-law, paid the said sum of fifty thousand pounds to the said company:

"Now the condition of this obligation is such that if the said company do, and shall yearly and every year during the continuance of the said term and until the debentures issued or to be issued under the said by-law are paid off both in principal and interest, pay, or cause to be paid to the treasurer of the said municipal council a sum at the rate of eight per centum per annum on the amount of the debentures issued for the loan raised by the said Council of the Township of Norwich, on the credit of the said Consolidated Municipal Loan Fund, for the period to which the payment shall relate and such further sums as may be payable at the expiration of the said term of thirty years, for, or on account of the principal of the said debentures so as the reeve and treasurer of the said municipal council may be enabled from time to time and at all times to certify as aforesaid, and so as no notice may be required to be given by the said treasurer to the clerk of the said municipality as beforementioned, and so as it may not be necessary for the said clerk to make any assessment under the provisions of the said Act, for, or in respect of the said loan, then this obligation to be void, otherwise to be and remain in full force and virtue:

"Provided, always, and it is hereby provided and declared that the security thereby given shall, along with those that may be given for other loans from municipalities, form a first charge upon the said company as beforementioned, and that all loans from municipalities shall stand upon the same footing as respects priority and precedence."

28. The said Municipal Council of the Township of Norwich were under the arrangements hereinbefore detailed, and under all the circumstances of this case, and by the agreement of all parties, and they were by the Crown and the said the Woodstock and Lake Erie Railway and Harbour Company, well understood to be *ab initio* merely the sureties to the Crown for the repayment of the said sum of fifty thousand pounds, and interest, for which the said the Woodstock and Lake Erie Railway and Harbour Company were under the said arrangements, and were by the Crown, and the other parties concerned, well understood to be the principal debtors, and this mutual relation was by the said arrangements effectually constituted between all the parties; but even if the same should (contrary to your memorialists' contention) be considered not to have been so constituted as between the said the Woodstock and Lake Erie Railway and Harbour Company and the Crown, yet the same, in any event, was so constituted between the said Municipal Council of the Township of Norwich and the said the Woodstock and Lake Erie Railway and Harbour Company, with the knowledge, consent and approval of the Crown and the said Municipal Council of the Township of Norwich, were *ab initio*, and have ever since continued, and now are, entitled to all the rights and remedies of a surety in the premises as against all the parties concerned.

29. The by-laws passed by and the bonds executed to the Corporations of Woodhouse, Wyndham, Woodstock and Simcoe, were of like tenor and effect with those set out, save as to the dates and sums, which were as follows:—The by-law of the Corporation of the Township of Woodhouse was dated on the twenty-eighth day of November, in the year of our Lord one thousand eight hundred and fifty-three, for the sum of twenty thousand pounds. The by-law of the Corporation of the Township of Wyndham was dated on the twenty-eighth day of January, in the year of our Lord one thousand eight hundred and fifty-four, for the sum of twenty-five thousand pounds. The by-law of the Corporation of the Town of Woodstock was dated on the thirtieth day of June, in the year of our Lord one thousand eight hundred and fifty-three, for the sum of twenty-five thousand pounds. The by-law of the Corporation of the Town of Simcoe was dated on the seventh day of February, in the year of our Lord one thousand eight hundred and fifty-four, for the sum of fifty thousand pounds; but only twenty-five thousand pounds was advanced thereunder.

30. On the passing of the by-law by the Corporation of Simcoe, the Woodstock and Lake Erie Railway and Harbour Company executed, as they had agreed to do, to the Corporation of Simcoe, an instrument which, besides containing the provisions contained in the bonds executed to the other corporations, also provides that the company should not undertake the construction of the road until the amount of means necessary to construct the same from Woodstock to Port Dover aforesaid had been obtained, and should not expend the amount of the said loan before such means were obtained, except for preliminary expenses.

31. The said Corporation of Simcoe, subsequently and before the delivery of the debentures by the Government under the by-law, presented to the then Governor of Canada in Council a memorial stating certain facts, and in the following words :—

"To His Excellency the Right Honourable James, Earl of Elgin and Kincardine, K.T., Governor-General of British North America, &c., &c., &c., in Council.

"May it please your Excellency, the memorial of the Municipal Council of the Town of Simcoe, in the County of Norfolk, in council assembled, humbly sheweth,

"That, on the seventh day of February now last past, your memorialists passed a certain by-law, loaning to the Woodstock and Lake Erie Railway and Harbour Company, under the provisions of the Municipal Loan Fund Act of Upper Canada, the sum of fifty thousand pounds, which by-law was subsequently forwarded to the Provincial Government, in accordance with the provisions of the said Act, for the ratification and approval of your Excellency in Council.

"That, on the passing of the said by-law by your Excellency's memorialists, the said company executed to your memorialists a certain agreement in writing, and under the seal of the said company, undertaking, among other things, that the said company should not undertake the construction of the said road until the amount of means necessary to construct the same from Woodstock to Port Dover aforesaid had been obtained, and should not expend the amount of the said loan before such means are obtained, except for preliminary and incidental expenses.

"That application has lately been made by the said company to your memorialists for an order to enable the directors of the said company to draw and receive from the Provincial Government the sum of twenty-five thousand pounds under the said by-law.

"That, in the judgment of your Excellency's memorialists, the said company have failed to fulfil the terms of the said undertaking, so entered into by them, and are not therefore entitled to demand or receive the moneys so applied for by them.

"That your Excellency's memorialists have strong reason to believe, and are apprehensive, that the said company are unable to prosecute the continuation of the said railroad, in accordance with the terms of the said agreement, and have not at hand the means necessary thereto, nor made provision for the raising thereof.

"That, in the opinion of your Excellency's memorialists, the delivery of the amount of the said loan, or any part thereof, to the said company, will greatly tend to the embarrassment of the ratepayers of the said municipality, and prove highly prejudicial to their interests, inasmuch as they will be compelled to provide for the payment of the said loan, without receiving corresponding advantages, anticipated by them when the said by-law was passed, from the promised vigorous construction and early completion of the said road.

"That the adjoining municipality of Wyndham, after passing a by-law similar to the said by-law herein mentioned, have, apprehensive of the inability or unwillingness of the said company to fulfil their engagements, declined to grant an order for the payment of the loan granted by them to the said company.

"Your Excellency's memorialists humbly pray that, in consideration of the premises, and for other good and valid reasons, which your Excellency's memorialists will hereafter lay before your Excellency if required, your Excellency will be pleased to disallow the said by-law, if not already legally sanctioned, and that, if so sanctioned, your Excellency will be pleased to withhold the necessary directions for the payments of the amount of the said loan, or any part thereof, to the said company, or adopt such other means as to your Excellency may seem meet for the relief of your Excellency's memorialists in the premises.

"And your Excellency's memorialists will ever pray.

32. After the receipt of the said memorial, the Government, disregarding the same, and the rights of the memorialists, issued the said debentures, and thereafter sent to the memorialists a letter in the following words :—

" Receiver General's Department,
" Quebec, 16th October, 1854.

" Sir—Referring to the by-law of the Town of Simcoe, passed 7th February last, for a loan, under the Consolidated Municipal Loan Fund Act of Upper Canada, of £50,000 currency, in aid of the Woodstock and Lake Erie Railroad Company, I have the honour to inform you that, on the 2nd September last, the said by-law was referred to the law officers of the Crown for examination, and, on the 4th of the same month, submitted to counsel for approval, on which day it was decided by counsel that only £25,000 currency of said loan should be sanctioned.

" On the same day—say 4th September—Mr. W. L. Smart, Secretary and Treasurer of the Woodstock and Lake Erie Railroad Company, presented himself at this Department, as representing Mr. Farmer, president of said company, and claimed, under power from you to Mr. Farmer, of date 8th February last, such moneys or debentures as had been granted under sanction of the by-law above stated. Mr. Smart, at the same time, stating that your power to Mr. Farmer had been sent to the Inspector-General ; on inquiry, it was found that the power had been received by the Inspector-General, but by him mislaid. Mr. Smart subsequently presented a power from Mr. Farmer to himself to receive the bonds or money, Mr. Smart still insisting that the power from you to Mr. Farmer was in the hands of the Government, but, at the same time, stating he would endeavour to procure another power to himself direct.

" In the interim, the bonds were duly prepared and executed, and, on the 4th instant, the memorial of the Council of the Town of Simcoe, requesting the disallowance of the by-law in question, was received by me, and, on same day, referred to counsel for consideration.

" In the meantime the missing power from you to Mr. Farmer turned up and as negotiations were pending for the sale of the bonds to the "Zimmerman Bank," Niagara Falls, I suspended action in the matter until counsel should decide in the matter ; on the 9th instant counsel reported that Government could not interfere with the difficulties represented, the courts of justice being the proper tribunal for the discussion of questions such as those in dispute.

" Consequently the transaction was completed with the bank above named and Mr. Smart's receipt taken for the bonds. The case might have been different had you, as treasurer, at an early period withdrawn your power to Mr. Farmer which was not done at all and Mr. Smart appearing here with power from Mr. Farmer represented you in every sense, which was the sole reason why you were not addressed on the passing or sanction of the by-law.

" I have the honour to be, Sir,
" E. P. TACHE,
" *U. S.*"

" R. W. Wilson,
" Treasurer, Town of Simcoe."

33. It was after the receipt of the said memorial and with the knowledge of the facts therein mentioned that the Government issued the debentures provided for by the by-law of the said Municipal Council of the Town of Simcoe.

34. As your memorialists submit, the debentures of the Town of Simcoe were under the circumstances wrongfully issued by the Government and also those of Wyndham and Woodhouse.

35. The said company also executed to the corporation of the Town of Woodstock an agreement similar to that executed to the corporation of the Town of Simcoe and the said corporation of the Town of Woodstock appointed the Honourable Francis Hincks, then Inspector-General, and who was fully aware of the said agreement, its attorney to obtain the debentures and the said Inspector-General knowing that the necessary money had not been obtained, yet wrongfully obtained the said debentures and handed them to the said company and the same were wrongfully handed over by the Government.

36. By means of the sums realized under the said by-laws and with some other small means the said company commenced operations and they determined on the line of their road and fixed on Port Dover as the Lake Erie terminus thereof and purchased the harbour of Port Dover and purchased part of the right of way and began the work of constructing the railway between Woodstock and Port Dover.

37. Only a very insignificant portion of the said work has been accomplished and what has been done is in its present unfinished state utterly useless, and so far from being an advantage it is a deterioration to the country through which the said projected line of railway passes and it would require an expenditure of about three hundred and fifty thousand pounds additional to complete the said railway and to render the same available, and without such expenditure the amounts already expended will be utterly lost and no benefit will accrue to any party therefrom; the value of the property represented by such expenditure being now not more than ten thousand pounds and such property not being available save in connection with the said projected railway.

38. By an Act passed in the eighteenth year of the reign of her said Majesty and chaptered one hundred and seventy-nine it was enacted that as soon as three hundred thousand pounds should have been subscribed and ten per cent. paid thereon the said the Woodstock and Lake Erie Railway and Harbour Company should have full power and authority to extend their railway from Dunnville, in the County of Haldimand to the Suspension Bridge across the Niagara River in the Township of Stamford, in the County of Welland, and also from Otterville in the County of Oxford, or from Port Dover in the County of Norfolk, or from any intermediate point to St. Thomas in the County of Elgin and that all the provisions of the Acts hereinbefore stated should apply to the said extension.

39. By the second section of the said Act now in statement, it was enacted that the capital stock of the said company should be one million pounds and that the same should be subscribed according to the provisions made in that behalf and that ten per cent. should be paid into a chartered bank on the stock subscribed and should not be withdrawn or applied save for the purposes of constructing the works by the said Act authorized.

40. By the third section of the said Act now in statement, the said the Woodstock and Lake Erie Railway and Harbour Company was authorized, upon obtaining the consent of the municipalities interested therein to amalgamate or unite with any other railway company in the Province of Canada in such terms as might be agreed on, and it was enacted that on such amalgamation the rights, privileges and powers of the amalgamated company should be merged in the other company.

41. By the said Act now in statement several alterations were effected in the particulars hereinbefore stated prejudicial to your memorialists and the position, condition, circumstances, powers and objects of the said the Woodstock and Lake Erie Railway and Harbour Company and by consequence thereof your memorialists were materially changed without the consent of your memorialists.

42 By an Act passed in the eighteenth year of the reign of her said Majesty and chaptered one hundred and eighty-two it was enacted by her said Majesty that certain persons in the said Act named or referred to should be and they were ordained, constituted and declared a body corporate and politic by and under the name and style of "The Amherstburgh and St. Thomas Railway Company."

43. By the third section of the said Act now in statement the said the Amherstburgh and St. Thomas Railway Company were authorized and empowered to construct a railroad or way from Amherstburgh in the County of Essex, to St. Thomas, in the County of Elgin.

44. By the sixth section of the said Act now in statement it was enacted that the capital stock of the said the Amherstburgh and St. Thomas Railway Company should be one million pounds.

45. By other sections of the said Act now in statement, provisions were made for the subscription of the said stock and the organization of the said railway company.

46. By an Act passed in the eighteenth year of the reign of her said Majesty and chaptered one hundred and seventy-one it was enacted that the said Township of Norwich should be and the same was thereby divided into two separate municipalities, one called the Township of North Norwich and one called the Township of South Norwich being two of your memorialists.

47. By the third section of the said Act now in statement it was enacted that the said two townships should be jointly and severally liable for the existing debts of the said Township of Norwich saving always the recourse of one township against the other for its share of such debts.

48. The share of your memorialists the Corporation of North Norwich of the liability originally contracted in respect of the said loan to the Woodstock and Lake Erie Railway and Harbour Company was thereafter duly and legally fixed, settled and agreed on between the said Corporation of North Norwich and your memorialists the Corporation of South Norwich at three fifths thereof or thirty thousand pounds of the principal and all interest in respect of the said sum was at the same time and in the same manner fixed, settled and agreed on between the same parties.

49. By an Act passed in the nineteenth year of the reign of her said Majesty and chaptered seventy-four, it was enacted that it should be lawful for the municipalities interested in the said the Woodstock and Lake Erie Railway and Harbour Company to make certain arrangements then proposed to be made with the said last mentioned railway company which proposed arrangements have not however been made or carried out or in any wise acted on and the same have become and are immaterial to the matters in question at this present time.

50. By the seventh section of the said Act now in statement it was enacted that it should be lawful for any shareholder or other person holding stock in the said company at any time within six calendar months from the time of the passing of the said Act to surrender or yield up such stock or any part thereof, and that thenceforth as to such stock or shares so surrendered or yielded up such party should cease hold or be entitled to the same and should cease to be liable in any manner however in toespect thereof and that the proper entries should be made in the stock book of the saidr company showing that such stock had been surrendered or yielded up.

51. Several solvent persons at the time of the passing of the said Act, now in statement were holders of a large amount of stock in the said The Woodstock and Lake Erie Railway, and Harbour Company in respect of which stock large sums were still due by such persons and such sums formed a considerable part of the assets of the said company and were available in discharge of the obligations of the said company including its obligation to discharge the said liability to the Crown hereinbefore detailed and the same formed a valuable security and one of the chief pledges to, your memorialists for such discharge and for the completion of the said railway and for the exoneration of your memorialists in the premises.

52. By the said seventh section of the said Act, now in statement. such persons were without the assent of your memorialists permitted to retire from the said company and relieved from their said obligations and several of the said persons availed themselves of the said section, and retired from the said company, and surrendered or yielded up their stock, and were relieved from the obligation to pay their subscriptions in respect thereof, and thus the assets of the said company, and its means of meeting its liabilities and of completing the said railway were greatly reduced and its solvency impaired and your memoralists were deprived of the right to compel the discharge out of the assets aforesaid, of the said Crown debt, and the position of your memoralists was in very many respects greatly altered to their prejudice.

53. By a certain indenture dated on the eleventh day of February, in the year of our Lord, one thousand eight hundred and fifty-eight, and made between the said the Woodstock and Lake Erie Railway and Harbour Company of the first part, and the said The Amherstburgh and St. Thomas Railway of the second part, after reciting certain provisions of the various Acts hereinbefore stated and certain other general Acts of the Parliament of the Province of Canada, and after untruly reciting that a majority of the municipalities interested in the said the Woodstock and Lake Erie Railway and Harbour Company had agreed to the amalgamation by the said Indenture effected on the terms therein, stated it was witnessed that the said two railway companies did thereby agree, and they did thereby profess to agree to amalgamate with each other, and to unite under and by the name of " The Great South Western Railway Company " as and for the corporate name of the said amalgamated company and that the capital stock of the said company should be the aggregate stock of each of the said former companies amounting in all to two million pounds.

54. By the ninth paragraph of the indenture, now in statement, it was witnessed, declared and agreed that the said amalgamated company should, and they professed under and in the name of the said "The Great South Western Railway Company" to assume and undertake the performance, payment and discharge of all the debt, contracts, engagements and liabilities of both the companies thereby agreeing to amalgamate.

55. By the tenth paragraph of the said indenture, now in statement, each of the said two companies professed to grant and assign to the said amalgamated company under the said corporate name of the Great South Western Railway Company, all the property and effects real and personal, rights, credits and powers of each of the said two companies.

56. By the eleventh paragraph of the said Indenture, now in statement, it was professed to be determined, declared and agreed that the said amalgamated companies should assume and pay to the Provincial Government the amount of sums loaned by the said municipalities, your memorialists, and should have power to postpone the construction of the railway from Woodstock to Port Dover or any part thereof until the completion of the main line, and until it should earn sufficient to pay eight per cent. over all expenses.

57. Your memorialists did not agree or assent to the said Indenture and the provisions thereof, and they were not as they submit bound thereby, and they had been by the previous action of the Crown in the premises discharged of all liability in the premises.

58. The said Indenture contains many provisions prejudicial to the rights and interests of your memorialists and particularly that by which the said new company was empowered to postpone the construction of the said railway from Woodstock to Port Dover; in which railway alone, your memorialists were and are interested and by which alone they could or can be benefited, and through the construction of which alone could or can they be secured and reimbursed or exonerated in the premises.

59. By an Act passed in the twenty second year of the reign of Her said Majesty, and chaptered one hundred and eighteen, after reciting the execution of the said Indenture, it was enacted that the same and the amalgamation thereby effected, should be, and they were by the said Act confirmed except as in the said Act provided in sundry particulars, which are in part hereinafter detailed.

60. By the second section of the said Act, now in statement, the said amalgamated company was empowered to alter the projected line of its railway in various material points.

61. By the third section of said Act, now in statement, the name and style of the said amalgamated company was changed to "The Niagara and Detroit Rivers Railway Company."

62. By the fifth section of the said Act, now in statement, the capital stock of the said amalgamated company was raised to ten millions of dollars or two million five hundred thousand pounds.

63. By the eighth section of the said Act, now in statement, the said amalgamated company were authorized to raise money by way of loan (in addition to their said increased share capital) to any amount, not exceeding half of such share capital.

64. By the seventeenth section of the said Act, now in statement, the said amalgamated company were authorized to construct and work a line of railway from any point in their line in the Counties of Norfolk, Haldimand, Lincoln and Welland to Fort Erie, in the County of Welland.

65. By the twenty second section of the said Act, now in statement, shares in the Amherstburgh and St. Thomas Railway Company to the amount of four hundred and ninety-three thousand five hundred pounds, (which had been taken up by individuals, and in respect of which it was contended that there did and as your memorialists charge there did in fact exist a claim to the said amount in favour of the said amalgamated company against such persons) were in effect resumed and declared to form part of the unsubscribed capital of the said amalgamated company, and the demands of the said amalgamated company against all parties, in respect thereof, were released, extinguished and discharged.

66. By the twenty-third section of the said Act, now in statement, it was enacted that all contracts theretofore entered into with any party or parties for the construction of the whole or any part of the line of railway authorized to be constructed by any of the several Acts hereinbefore stated or by the said Act, now in statement, should be and they were thereby declared to be cancelled, null, and of none effect.

67. By the twenty-fourth section of the said Act, now in statement, the said amalgamated company were authorized to amalgamate and unite with the Brantford and South Western Railway Company and the said amalgamated company were also authorized to extend their line of railway to some point on the Grand Trunk Railway.

68. By the twenty-fifth section of the said Act, now in statement, it was enacted that the said railway should be commenced within one year, and completed within five years from the passing of the said Act, and all clauses contained in any of the said Acts, inconsistent with the provisions of the said Act, now in statement, were repealed.

69. The said Indenture hereinbefore stated, but for its confirmation by the said Act last stated, would not have been effectual inasmuch as the same was in many respects illegal and beyond the powers of the companies assuming to contract thereby, and such confirmation which was effected without the consent of your memorialists greatly altered their position to their prejudice on the assumption that they were at the time of the said confirmation still liable to the Crown in respect of the said loan.

70. The several provisions of the said Act last stated (which altered and added to the provisions of the said Indenture as hereinbefore detailed and which was passed without the consent of your memorialists), were and are also on the assumption aforesaid extremely prejudicial to the interests of your memorialists and effected a further and disadvantageous alteration in their position in the various particulars therein referred to and amongst others by increasing the capital and borrowing powers and increasing the constructive powers sof the said railway, by discharging the claims of the company in respect of the said subscriptions to the Amherstburgh and St. Thomas Railway Company, by postponing (as the said Act did postpone) the period of commencement and completion of the works of the said company until the happening of a contingency never likely to arrive and by cancelling all contracts for the construction of the various parts of the said railway including a contract which had been entered into for the construction of the line amongst others of the Woodstock and Lake Erie Railway and Harbour Company and by the effect of the said Act, your memorialists became if they were not previously thereto discharged in equity from all claims in respect of the said liability and the Crown constituted the company by the said Act incorporated or confirmed its debtors in the stead of your memorialists.

71. By an Act passed in the second session of the Provincial Parliament, held in the twenty-second year of the reign of Her said Majesty, and chaptered ninety it was enacted that the several Acts hereinbefore stated should be, and each of them was by the first section of the said Act, now in statement repealed.

72. By the second section of the said Act, now in statement, certain persons therein named and referred to were constituted a body corporate and politic in law and fact, under the name of the Niagara and Detroit Rivers Railway Company.

73. By the third section of the said Act now in statement the said company were authorized to construct a railway from some point on the Niagara River at or near the town of Clifton, passing on such route as might be selected through the towns of Simcoe and St. Thomas to some point on the Detroit River at or near the town of Windsor or the town of Sandwich, and also to construct a railway from such point on the aforesaid line of railway as might be found most eligible to the Niagara River at or near Fort Erie, and also a railway from some other point on the said first mentioned line of railway to connect the same with Amherstburgh, on the Detroit River, provided always that so soon as the net revenues derived from the said railway should amount to eight per cent on the capital then expended the said company should construct, equip, maintain and work the line of railway theretofore known as the Woodstock and Lake Erie Railway.

74. By the fifth section of the said Act now in statement the capital stock of the said company was fixed at ten million dollars, or two million five hundred thousand pounds, and provisions were made for the time and mode of payment thereof, varying from those which had regulated the same particulars in the former companies, and it was enacted that the stock already subscribed in the said former companies on which ten per cent had been *bona fide* paid should be reckoned as part of the subscription of the stock of the said new company, but that all such stock subscribed before the passing of the said Act on which ten per cent had not been actually paid should be, and the same was thereby declared to be illegal and void, and to form no part of the stock authorized under the said Act.

75. By the said Act now in statement new and entirely different arrangements were made for the organization, management and internal regulations and powers of the said company thereby incorporated.

76. By the twenty-sixth section of the said Act now in statement it was enacted that all subscriptions of stock in the Niagara and Detroit Rivers Railway Company made before the sixteenth day of November, in the year of our Lord one thousand eight hundred and fifty eight, and on which, before that day, ten per cent. upon the whole amount of the shares in the capital stock so subscribed for was not paid into the hands of W. L. Smart, the secretary o the company, or into one of the chartered banks of this Province, or some one of the agencies of such bank, to the credit of the said company should be and were null and void, and all and every *bona fide* subscription and subscriptions of stock on which such ten per cent was so paid into the hands of the said secretary, or into any of the chartered banks or into the agencies of such banks before the said sixteenth day of November last, whether such subscriptions of stock were made in the Woodstock and Lake Erie Railway and Harbour Company or in the Amherstburgh and St. Thomas Railway Company should be held and taken to be stock subscribed in the company created by or under the said Act now in statement, provided always and it was thereby enacted and declared that it should be lawful for the board of directors to accept and take a surrender of any stock theretofore subscribed for or alleged to be subscribed for in the Amherstburgh and St. Thomas Railway Company before its amalgamation with the Woodstock and Lake Erie Railway and Harbour Company, and that any holder or supposed holder of such stock should be entitled, as of right, to relinquish such stock if he should apply to do so by a notice in writing to the secretary or president of the company, by the said Act now in statement incorporated within thirty days after the passing of the said Act, and that such stock should thenceforth be held and taken to be, and to have been from the beginning, part of the unsubscribed capital of the Amherstburgh and St. Thomas Railway Company, and of the unsubscribed capital of the Niagara and Detroit Rivers Railway Company, and neither of the said companies should have any claim whatever for or in respect of any deposit, or payment by way of deposit, made, or agreed to be made upon or on account of such stock so relinquished as aforesaid.

77. By the twenty-seventh section of the said Act now in statement, it was enacted that the company incorporated by the said Act should assume and pay to the Provincial Government the amount of the sums with all interest and arrears of interest due or to become due thereon, loaned by your memorialists to the late Woodstook and Lake Erie Railway and Harbour Company.

78. By the thirty-fifth section of the said Act now in statement it was enacted that all the houses, lands, tenemants, hereditaments, premises, railway harbours, including the Port Dover Harbour, docks, channels, creeks, wharves, piers, buildings, erections, works ways, waters, franchises, eases, rights, privileges, powers goods, chattels, property, assets and effects whatsoever theretofore belonging to the Woodstock and Lake Erie Railway and Harbour Company, and the Amherstburgh and St. Thomas Railway Company, and the Great South Western Railway Company, and the Niagara and Detroit Rivers Railway Company, or any of them, and not theretofore duly aliened or departed with by the said companies respectively should be, and the same and every part thereof was and were invested in the company incorporated under the said Act now in statement, and it was enacted that the said company last mentioned should have, possess and enjoy all and every the matters above enumerated, and all the rights, privileges, contracts, agreements, acts, deeds, lands, tenements, premises, property and easements aforesaid, and should assume and discharge all the debts, engagements, obligations and liabilities of the above named companies, and that the said company should have the rights powers, privileges and authority with respect to the Port Dover Harbour, and to the tolls and revenue and collection thereof, and to the said harbour formerly vested in the Port Dover Harbour Company, as fully and effectually as if the same had been invested in this, provided always that all contracts, if any there were, theretofore entered into with any party or parties for the construction of the whole or any part or parts of the line of railway authorized to be constructed by the said Act hereinfore mentioned, or the said Act now in statement should be, and the same were thereby declared to be cancelled, null and void and of no effect.

79. By the thirty-sixth section of the said Act now in statement, the said company thereby incorporated were empowered to unite with any other railway company in the

Province of Canada, and by the same and other sections of the said Act, other powers of extension were conferred on the said company.

80. By the fortieth section of this said Act, now in statement, it was enacted, that the said railway should be completed within five years from and after the passing of the said Acts.

81. Your memorialists submit and charge that under the circumstances, and by virtue of the dealings hereinbefore stated their liability in respect of the said loan, had been determined prior to the passsage of the said Act last stated, but should the contrary position be established, then your memoralists submit and charge that by the said Act last stated, the Crown in effect released your memorialists from the said liability, and constituted the company by the said Act incorporated, the debtors to the Crown in lieu of your memorialists.

82. Your memorialists show that if such should not be the true construction of the said Act, then that the position of your memoralists in the premises was altered to their prejudice by the provisions of the said Act, hereinbefore detailed, inasmuch as (amongst other things), the company in respect of which your memorialists had undertaken the said liability, was by the said Act extinguished, the object in respect of which your memorialists had contracted and were alone justified in contracting or authorized to contract any such liability was indefinitely postponed and in effect under the circumstances of this case completely defeated ; the company and the security upon the faith of which your memorialists had undertaken the said liability was destroyed and the effects and assets applicable to its discharge were transferred to a newly created company and were in several respects impaired and diminished, the stock subscriptions to a very large amount were under the provisions of the said Act withdrawn and no tangible or available capital or assets were left to meet the liabilities or accomplish the operations of the said company or of the former companies.

83. Your memorialists show that the said company incorporated by the said Act has never gone into practical operation and never can or will do so, and that subscriptions to its stock have not been and never will be obtained, and that the enterprise proposed to be undertaken by the said company has not been and never can be so undertaken and that the line of railway authorized to be constructed by the said Act has not been and never can or will be constructed, and that the line of railway to have been constructed by the late Woodstock and Lake Erie Railway and Harbour Company cannot and never will be under the operations of the said Act constructed, but that the said enterprise in respect of which your memorialists undertook the said liability has by reason of the said several Acts and of the course pursued by the Crown and Parliament been entirely defeated and become abortive and never can or will be consummated.

84. Your memorialists show that under the circumstances of this case the course of dealing pursued by the Crown in the premises and the passage of the said several Acts of Parliament and the alterations effected thereunder in the position of your memorialists have raised an equity in favour of your memorialists entitling them to be relieved and so have in effect discharged them from the said liability, and that whether as sureties or otherwise they are and should be declared no longer liable in respect of the said advance or any part thereof or any of the sums payable by debtors under the Municipal Loan Fund Acts hereinbefore stated and that the Crown should be declared to have elected to substitute the said the Niagara and Detroit Rivers Railway Company as its debtors in lieu of your memorialists.

85. The first instalment of principal and interest due on the said loan was paid by the said the late Woodstock and Lake Erie Railway and Harbour Company to and accepted by the Crown but no further or other sum has been paid in respect of the said loan nor is there any longer any company or body who can pay the same.

86. The construction of the said line of railway to have been constructed by the said late Woodstock and Lake Erie Railway and Harbour Company would have largely promoted the advancement and increased the wealth of your memorialists' corporations but the same not having been constructed your memorialists are utterly unequal to meet the said obligations.

87. The Receiver-General of the Province of Canada claiming contrary to equity that your memorialists were still liable to the Crown in respect of the said loan reported to his Excellency the Governor-General of the said Province in Council that the amounts payable

in respect of the said loan for the years of our Lord one thousand eight hundred and fifty-nine and one thousand eight hundred and sixty under the Municipal Loan Fund Acts hereinbefore stated have not been paid and no amount has in fact been paid save as aforesaid in respect of the said loan.

88. Acting on the said report his Excellency the said Governor in Council issued warrants under the said Municipal Loan Fund Acts directed to the proper sheriffs commanding them to levy the amounts claimed as due.

89. Your memorialists, the Corporation of Woodstock, presented a petition to the Government containing certain facts and in the words following:

90. "To the Honourable the Legislative Assembly of Canada in Provincial Parliament assembled.

"The Petition of the Municipal Council of the Corporation of the Town of Woodstock in the County of Oxford in council assembled.

"HUMBLY SHEWETH:

"That whereas it has been deemed expedient and necessary for the Government to order writs to be issued and now in the hands of the sheriff of the county commanding him to levy on the assessed value of the property of this municipality the sum $3,891.70 for the year 1859, and a like sum with interest and costs for the year 1860, in all amounting to $8,080.50 claimed to be due the Municipal Loan Fund for a loan granted by this municipality to promote the construction of a railroad from the Town of Woodstock to Port Dover. Your petitioners earnestly desire to approach your Honourable Body in full confidence that you will give this matter your serious attention and carefully consider the claims of this municipality on the sympathies of the Legislature for relief from a debt which this corporation is utterly unable to meet, the influences of which have already materially injured the prosperity, retarded the progress, depreciated the value of property, and to a great extent lessened the population of this municipality, several of which claims your petitioners beg to submit as follows:

"1st. In the early history of railway enterprise in Canada the Legislature passed measures authorizing and encouraging municipalities to take stock or to lend their credit to promote the construction of railways; and in common with other municipalities this municipality was induced to loan its credit to the amount of $100,000 to aid the construction of the said railway from Woodstock to Port Dover by the strongest assurances of influential men of high position in the country and Government that this municipality would never be called upon to pay one farthing of the interest or principal, and under this assurance of the Hon. Francis Hincks, the then Inspector-General, this municipality loaned its credit for $100,000, which sum was paid to the railway company and grossly malappropriated and the construction proved not only a complete failure, but so far as it was proceeded with entails a positive injury to the country through which it runs.

"2nd. That as a further inducement to this municipality to embark in this railway undertaking the Hon. F. Hincks subscribed some $1,000 of stock and pledged himself if necessary to double his stock, but at the same time he secured the passage of a Bill through the House of Assembly in June, 1853, amending the charter of the said railway company in which provisions were made to allow any stockholder within a certain period to withdraw his stock and receive back any money he may have paid thereon and thus by an Act of the Legislature the chief security on which this municipality relied on loaning their credit was taken from them. (See 16 Vic., cap. 239, sec. 4).

"3. That a further depreciation of the security of the municipality was effected by the 5th section of the said amended charter, repealing the 18th section of the Act incorporating the railway company, thereby reducing the amount of the subscribed stock to be held by each of the directors of the company from one hundred shares to twenty-five shares.—(See 10 and 11 Vic., cap. 117.)

"4. That these amendments to the original charter, under which this municipality staked its credit for $100,000, operated prejudicially to the securities on which this municipality relied for protection, there is no room for reasonable doubt. Mr. Hincks withdrew his stock. £60,000 of stock represented to this municipality as *bona fide* stock subscribed and ten per cent thereon paid, was also withdrawn leaving each of the directors with twenty-five shares of five pounds each, barely to qualify the directors.

"5. That recklessness or extravagance cannot be attributed to this municipality in granting the loan, from the fact that in loaning their credit to the said railway company, this municipality exacted bonds of security from the company which were solemnly entered into by the company—read and approved of by the Hon. F. Hincks—the conditions of which were that no part of the loan (beyond what was necessary for preliminary surveys) could be expended until the company had sufficient funds in hand to complete the works, and also binding the company to pay the interest and sinking fund yearly to the Government. Mr. Hincks being at that time the Inspector-General of the Province, president of the company, and fully cognizant of the terms of the bonds of the company, he was appointed attorney to draw the loans from the Receiver-General and pay the same to the company in accordance with the terms of the said bonds.

"6. That this municipality assumed that the conditions of these bonds were strictly observed until about August, 1855, when it transpired that the company had changed the terms of the contract for building the road—the money was exhausted and the whole works stopped.

"7. That notwithstanding the company having changed the terms of the contract (which were ample to secure the completion of the railroad and put it in running order) in violation of their bonds, for such terms as they could not meet, and having illegally expended and malappropriated the greater portion of the loans obtained from the interested municipalities, the company applied to the Legislature for a further amendment to their charter, and in 1856 an Act was passed relieving the directors from all actions or causes of action on account of the illegal expenditure and malappropriation of the funds entrusted to them for the completion of the said railway.

"8. That the said Act containing such extraordinary provisions should have passed the House of Assembly on the 3rd June, 1856, without a division then or at any former stage of the Bill, excited considerable surprise, more particularly when a Petition from the County Council of the County of Oxford was read in the House "praying that no Act may be passed interfering with the charter of the company," and another from the Township of Woodhouse, in the County of Norfolk, "praying that the Bill may not become law," and that they may "be heard by counsel at the Bar of the House." The former was referred to the Committee on Railroads, &c., and was no more heard of; and the latter did not obtain a hearing by counsel at the Bar of the House.

"9. That the Act of 1858, confiscating the Clergy Reserve apportionment to this municipality, and distributing the same amongst such municipalities as were not in arrears, contributed towards rendering this municipality still more unable to meet the claims now made upon it.

"10. That notwithstanding the infringement of the rights and securities of the interested municipalities by the Act of 1856 above alluded to, the Legislature in 1859 still further legislated away the rights of the interested municipalities by passing an Act to consolidate and amend the several Acts relating to the Niagara and Detroit Rivers Railway Company, 22 Vic., cap. 90, the third section of which provides: "That so soon as the net revenues derived from the aforesaid railways shall amount to eight per centum on the capital then expended, the said company shall construct, equip, maintain and work the line of railway heretofore known as the Woodstock and Lake Erie Railway," which provisions virtually amount to an indirect exclusion of said road ever being built in all time to come, for which road this municipality, in common with others, were held responsible for the sum of £145,000 loaned for its construction.

"11. That your petitioners also view the language of the 27th section of the said 22 Vic., cap. 90, to imply that the said amalgamated company known as the Niagara and Detroit Rivers Railway Company, had assumed and agreed to "pay to the Provincial Government the amount of the sums with all interests and arrears of interest due or to become due thereon, loaned by the Towns of Woodstock and Simcoe, and the Townships of North and South Norwich, Wyndham and Woodhouse, to the late Woodstock and Lake Erie Railway and Harbour Company." And by which Act the original charter of the company to which the municipalities made the loans is repealed, and its real and personal property vested in the new company—all contracts for the construction of the road or any part thereof, cancelled, made null and void and of no effect—the Legislature being a party to that agreement to place the company out of the reach of the municipalities to enforce their rights.

"12. That if the foregoing reasons are not sufficient to obtain relief from the municipality reference may be had to the report of the select committee to whom was referred the investigation into the affairs and position of the Woodstock and Lake Erie Railway and Harbour Company contained in Appendix No. 2., vol. xx. in the year 1857 for "unmistakeable evidence of bad faith, deceit, reckless extravagance and malappropriation of the moneys entrusted to the said railway company by the municipalities" now legalized by an Act of the Legislature and this municipality with others similarly involved are left without a remedy unless the suggestion of the said report be acted upon, the legal advisers of the Crown to punish the guilty parties and relieve this municipality from actual ruin.

"Your petitioners consider that these circumstances fully warrant their release and they assert that no injustice would be inflicted upon any portion of the Province by the assumption of this railway indebtedness by the Government as this municipality has to bear its proportion of the burden indirectly imposed for the large sums advanced by the Province in aid of the Grand Trunk, the Northern Railroad and other Provincial undertakings by which this municipality is not in the slightest degree locally benefited.

"Your petitioners therefore trust that your Honourable House, taking all these circumstances into consideration, will view their application for relief from an indebtedness said to exist, in which they became involved through misrepresentation, deceit and the repealed Acts of the Legislature interfering prejudicially with the securities of the municipalities as a reasonable one, and further, your petitioners sincerely hope that your Honourable House will devise some means to relieve this municipality from the disastrous and painful results which must necessarily follow its being left under the hammer of the sheriff.

"And your petitioners will ever pray."

91. Your memorialists also filed bills to obtain relief in the courts of the country and the Chancellor of Ontario decided in favour of your memorialists that they were no longer liable, but the Court of Appeal reversed the said judgment on the grounds, as your memorialists understand, that although the facts would have been sufficient to warrant a decree in a case between subject and subject they were not sufficient to take away the right of the Crown and thus the injustice complained of and established by your memorialists has been unredressed.

Your memorialists pray that they may be relieved from any liability in the premises and that the said alleged claims by the Crown which have been by the said judgment of the Chancellor of Ontario established to be contrary to equity and good conscience may be cancelled.

And your memorialists will ever pray.

[Seal of Woodhouse.] (Signed,) OZIAS AUSBY,
Reeve of Woodhouse.
(Signed,) THOS. M. ENGLAND,
Clerk of Woodhouse.

[Seal Corporation of Woodstock] (Signed,) ASHTON FLETCHER,
Mayor of Woodstock.
(Signed,) JOHN MCWHINNIE,
Reeve of Woodstock.
JOHN CRAIG,
Town Clerk.

[Township Wyndham.] (Signed,) CHARLES ROBERTSON,
Reeve of Wyndham.
(Signed,) ROBERT GREEN,
Clerk of Wyndham.

[Seal of Simcoe.] (Signed,) JOHN WILSON,
Reeve of Simcoe.
(Signed,) WM. W. LIVINGSTON,
Clerk of Simcoe.

[Seal of South Norwich.]	(Signed,)	A. L. WILCOX, *Reeve of South Norwich.*
	(Signed,)	JOHN COOPER, *Clerk of South Norwich.*
[Seal of North Norwich.]	(Signed,)	E. W. BURGESS, *Reeve of North Norwich.*
	(Signed,)	JOHN DUNCAN, *Clerk of North Norwich.*

SUPPLEMENTARY RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before this House copies of all correspondence between the Government and the different Municipalities indebted to the Municipal Loan Fund.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 24th February, 1873.

SUPPLEMENTARY SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO THE MUNICIPAL LOAN FUND.

1 Memorandum of the claim of the Town of St. Thomas.
2 Letter from A. McLachlin, of St. Thomas, to Attorney-General.
3 Petition on behalf of Stormont, Dundas, Gengarry and Cornwall.
4 Memorial from the Municipal Council of Lincoln.
5 Statement of indebtedness of County of Peel.
6 Suggestion of the delegation from County of Kent to Attorney-General.
7 Letter from A. F. Wood, M.P.P., Chairman of deputation from County Hastings to Provincial Secretary.
8 Memorial from deputation of County Hastings.
9 Memorandum and Statement from Counties Huron and Bruce.
10 Memorial from County Council of Bruce.
11 Memorial from a deputation of County of Elgin.
12 Memorial from the United Counties of Northumberland and Durham.
13 Memorial from deputation of Corporation Town of Belleville.
14 Memorial from the Corporation of the County of Norfolk.
15 Memorial from the Corporation of Town of Paris.
16 Petition from the Corporation of Town of Berlin.
17 Memorandum of deputation of Corporation of Ottawa.
18 Statement of the debt of the City of London.
19 Memorial from ratepayers of the Township of Hope.
20 Petition from Town Council of Peterborough.
21 Memorial from County Council of Bruce.
22 Petition from County Council of Bruce.
23 Petition from Township Council of Adolphustown.
24 Petition from Township Council of Maryboro'.

Memorandum for the use of The Honourable O. Mowat, Attorney-General, respecting the claims of St. Thomas to consideration in the settlement of the Municipal Loan Fund indebtedness, and the appropriation of the surplus.

1. In 1854 the construction of the London and Port Stanley Railroad was undertaken and carried to completion, mainly by the united efforts of the Municipalities of Elgin, Middlesex, the City of London and the Town of St. Thomas; Elgin contributing in stock $80,000; Middlesex $80,000 stock; the City of London $200,000 in stock, and in first mortgage bonds $175,000; and the Town of St. Thomas $34,000 in stock, and $32,000 in first mortgage bonds.

2. The three municipalities first named borrowed the whole of their respective amounts from the Municipal Loan Fund.

St. Thomas borrowed the $66,000 required of her upon her own credit, selling her debentures in the money market to obtain the amount.

3. It is presumed that the Ontario Government, in the settlement of the Municipal Loan Fund indebtedness, and the appropriation of the surplus, will aim at a measure of relief for the municipalities indebted beyond their ability to pay without serious injury to their resources.

4. If it be the policy of the Government to enforce full payment from the indebted municipalities; then, St Thomas will ask neither for consideration or favour at the hands of her Majesty's Ministers in this matter; but will in the same self-reliant spirit in which she contracted her debt endeavour to discharge her obligations from her own resources (amounting at present to $135,000).

But, if the Government on the other hand, hold, that there is a class of the indebted municipalities, that ought to be relieved by the country, by virtue of their having contracted their debts for the construction of public works of general utility or from other similar considerations; then St. Thomas presents her claims and asks for consideration, and even handed justice:

1st. Because she never, like the City of London, and other municipalities that borrowed from the Municipal Loan Fund, attempted to repudiate or in any way shirk her financial obligations; but, has used every means in her power to keep faith with her creditors, taxing her assessed property, one year fifty cents in the dollar, in order to make good her engagement.

2nd. If the neighbouring City of London is to be held entitled to a remission of any portion of the debt incurred by her for the construction of the London and Port Stanley Railroad, St. Thomas should be equally entitled to the same measure of relief rom a debt contracted for precisely the same purpose, and expended in precisely the same way, notwithstanding she may not have used the credit of the Province in obtaining the money; but preferred to rely upon her own means and character.

3rd. Because St. Thomas has received no return, either directly or indirectly, for the large amount of money invested in the London and Port Stanley Railroad, originally $66,000, now capitalized at $110,000 (see Statutes of Canada, 1864, cap.,) beyond the slight convenience of travelling to either terminus of the line and back.

4th. Because the road, instead of being operated for the advantage of St. Thomas, has had the effect of circumscribing the field of its commercial enterprise, and of retarding its growth.

It has always been directed and managed under London influence, its freight tariffs discriminating against the business men of St. Thomas and in favour of those of London.

The St. Thomas grain-dealer was charged two cents per bushel for the shipment of his grain to Port Stanley (9 miles), while the London grain dealer was charged no more for the shipment of his over the whole length of the line (24½ miles.)

Freight charges for the delivery of goods by the car load at St. Thomas were 80c. and 85c. (9 miles); while to London, 24½ miles, the charges were 85c. and 90c.

Through the influence of this road, the London merchant had his goods laid down in that city from Montreal, at from 17c. to 20c. while the same company charged the St. Thomas merchant 25c. and never less than 22c. in any case that the writer has ever heard of.

The freight charges to St. Thomas have always been high, merchants often finding it to their advantage to team their own goods from London. During the present winter teamsters have found profitable employment at a rate of freight 25 per cent. less than those charged by the railroad company.

The road has been leased last August to the Great Western Company in spite of the opposition of St. Thomas, through the direct influence of the City of London, and it is part of the instrument or agreement that the freight charges shall favour London in the proportions stated above, and that special advantages be conferred upon London by the establishment of railroad workshops there, employing two hundred (200) workmen there during the continuance of the lease (20 years) more than was previously employed in that city by both companies.

The prevailing tariff of freight charges from New York (previous to the opening of this road to London) was 60c. per hundred weight. The effect of the opening of this road was the reduction of that rate to 32c. The saving effected to the London business men during the first nine months of its operation has, in this way, been estimated at $46,000.

There is no doubt that the construction of this road has been of great public advantage and of immense and special advantage to the business men of London, as a check upon the freight charges of the Great Western and Grand Trunk, but the whole " institution " has been to the people of St. Thomas, not only an investment without value, but an instrument of oppression in the hands of their neighbours, who have had controlling influence in its management.

The aid, they lent to its construction, they felt as a grevious taxation for eighteen (18) years, while sharing in a very slight degree its advantages.

It is therefore that the people of St. Thomas feel that their case is one meriting the consideration of Her Majesty's Ministers in Ontario, when engaged in any scheme for the relief of indebted municipalities.

Respectfnlly submitted,
(Signed.) A. McLachlin.

Toronto, 28th January, 1873.

St. Thomas, February 3rd, 1873.

Honourable O. Mowat.

Dear Sir,—At the request of Dr. Wilson, I have to state for your information that the rate of taxation prevailing here was, as follows :—

In A.D.	1857,	the rate was	5s. 6d.	in the	£1	0 0
"	1858	"	7s. 6d.	"	£1	0 0
"	1859	"	10s. 0d.	"	£1	0 0
"	1860	"	5s. 0d.	"	£1	0 0

In 1860, our creditors seeing that if they insisted on full payment, the town must be greatly depopulated, and the value of their security greatly lessened consented to partial payment so that instead of 10s. or 12s. in the £, as it must otherwise have been it was reduced to 5s. and subsequently to 4s. until the settlement made by the Act of 1864, our obligation became fixed and confidence revived.

I also enclose a copy of the lease. The one finally executed was modified in one or two of its clauses to meet the wishes of the G. W. Co. and the City of London, but whatever modifications were made, does not alter the relative position of the town for the better.

I alluded to this matter of the lease in the hope that in the arrangement of these old debts, our case might be considered by the Government in connection with that of the City of London, whose debt through the Municipal Loan Fund was incurred for the same purpose and expended in the same way as our debt. If their case should meet with commiseration, ours *much more*. Their debt brought them large indirect advantages ; ours, nothing but loss (that I know of).

I have the honour to be, Sir,
Your Obedient Servant,
(Signed.) A. McLachlin.

To His Excellency the Honourable William Pearce Howland, C.B., Lieutenant-Governor of Ontario :—

The Petition of the undersigned delegates on behalf of Counties Council of the United Counties of Stormont, Dundas and Glengarry, and of the delegates from the Town of Cornwall

Humbly Sheweth :—

1. That, in the distribution of the surplus which your petitioners have been informed is shortly to be made, the Government subsidy granted in aid of railways should not, in the opinion of your petitioners, be charged against the townships along the line of any railway receiving such aid ; but that, as the said subsidy was granted for works of public improvement beneficial to the whole Province, and out of a distinct fund set apart to encourage railway enterprise, those municipalities which have taken advantage of such fund should not, on that account, be deprived of any share to which they would otherwise be entitled.

2. Your petitioners submit that a distribution on a township basis and subject to the control of the town, township and village councils would do a greater measure of justice to the different municipalities than one made upon a county basis and subject to the control of the counties council.

3. In case Your Excellency determines to make the distribution on a county basis, your petitioners recommend that some provision be made whereby the rights of the different municipalities may be respected, and that the fund may be appropriated in such a way as will best subserve their interests, so long as such appropriation is made in favour of works of some general or permanent benefit, or to relieve their indebtedness.

4. Your petitioners submit that a distribution upon the basis of population would be the most equitable, and should, therefore, be adopted.

And your petitioners will ever pray.

(Signed) James Fraser,
Reeve of Kenyon.
A. G. Macdonell,
Reeve of Morrisburgh.
Francis Anderson,
Reeve of Osnabruck.
C. Mattice,
Reeve, Town of Cornwall.

MEMORIAL

To His Excellency William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, &c., &c., in Council :—

The memorial of the undersigned delegates from the Municipal Council of the County of Lincoln, in the Province of Ontario

Respectfully Sheweth :—

That, under the powers conferred by the Municipal Loan Fund Act passed A.D. one thousand eight hundred and fifty-two, the municipal council of the County of Lincoln borrowed from that fund, in the year one thousand eight hundred and fifty three, the sum of forty-eight thousand dollars to be invested in the Queenston and Grimsby macadamized road.

For a proper understanding of the circumstances connected with this loan, a glance at the history of the road is important.

In the year one thousand eight hundred and thirty-seven, 7th Will. IV., the Parliament of Upper Canada, upon the petition of R. E. Burns and only twenty others, passed an Act providing for the expenditure of a sum of money not to exceed thirty thousand pounds for the purpose of constructing a macadamized road from Queenston, on the Niagara River, to the western limit of what was then the Niagara district, and making that district liable to be taxed to make good the principal and interest of the sum invested, providing the tolls on said road were insufficient for the purpose.

This legislation was sprung upon the inhabitants of the said district, who had no opportunity allowed them to object until too late. Meanwhile, before the next session of the Legislature, the machinery for the construction of said road was in full operation, and petitions against its construction, although sent to the Government by a dissatisfied people, were of no avail.

The Government, prior to the year one thousand eight hundred and fifty, expended more or less money on the construction of said road, and then abandoned it, leaving it in an incomplete, dilapidated and ruinous condition, and, notwithstanding all the intercessions of the municipalities interested, refused to complete it, or even to maintain it in repair. As yet the local authorities were devoid of power over said road.

Following upon this unfortunate state of affairs, as an only alternative and choice of evils, the Council of the then united Counties of Lincoln and Welland reluctantly purchased said road in the year one thousand eight hundred and fifty, complying with the condition imposed upon it by the Government, to complete its construction. At the same time, it was understood that, in case of the two counties separating, the County of Lincoln should assume all the liabilities of said road.

Now, owing to the fact that all other portions of the united counties, including the Townships of Caistor and Gainsborough and the Town of Niagara, refused to contribute towards the construction or maintenance of the road, a joint-stock company was formed, in the year one thousand eight hundred and fifty-three, composed of the municipalities through which the road passed, for the purpose of completing and maintaining it, having a capital stock of fifty-six thousand dollars, to which was added the forty-eight thousand dollars borrowed by the County of Lincoln from the Municipal Loan Fund. Subsequently, in consequence of additional expenditure incurred on account of partial change of route and other damages that had not been anticipated, the joint-stock company ultimately became practically insolvent, and the road was from necessity assumed as a county road, in the year one thousand eight hundred and fifty-nine, and has continued as such to the present time, entailing an annual expenditure, for maintenance and repairs, of nearly three thousand dollars, without any returns of consequence. In view of the facts hereinbefore set forth, and also on account of the serious depreciation of the road in value caused by the construction of the Great Western Railway, running parallel with it and effectually destroying the use for which it was designed as a portion of the great post road connecting the Niagara and Detroit rivers, your memorialists are of opinion, the debt incurred by the County of Lincoln for the construction of said road has a claim for settlement on equal terms with those incurred for the construction of railways.

Your memorialists respectfully pray that, in accordance with the liberal policy foreshadowed in the Speech from the Throne, you will take the case of the County of Lincoln into your most favourable consideration, and grant a liberal measure of relief by cancelling the debt of the municipality, returning the sinking fund and allotting it a fair proportion, according to population, of the surplus fund.

And your memorialists, as in duty bound, will ever pray.

(Signed) Abishai Morse.
Lucius S. Oille.
Alex. Servos.
William Hoover.

Parliament Buildings, Toronto,
5th February, A.D. 1873.

STATEMENT shewing the indebtedness of the County of Peel, and the several Municipalities therein, and the purposes for which such indebtedness was entered into:—

County of Peel.—For county buildings, original indebtedness, $60,000, balance now unpaid	$35,000
Township of Albion, and Village of Bolton.—For bonus to the Toronto, Grey and Bruce Railway, of which 7½ miles are situate in the said Township—the by-law was passed in August, 1867	40,000
Township of Caledon.—For bonus to the Toronto, Grey and Bruce Railway, of which 13 miles are situate in said Township, granted in 1867	45,000
Also share bonus of $70,000 to the Credit Valley Railway, granted under a sectional by-law in 1872, of which about 8 miles are situate in said Township	15,000
Township of Chingacousy.—For share of bonus to the Credit Valley Railway, of which about 12 miles are situate therein, passed in 1872,	30,000
Township of Toronto.—Share of above bonus to the Credit Valley Railway, of which about 15 miles are situate in said Township, passed in 1872	25,000
Village of Brampton.—For separate bonus to the Credit Valley Railway, passed in 1871	20,000
Also debt on Grammar and Public School buildings, contracted previous to Confederation (amount due)	10,000
Village of Streetsville.—Separate bonus to the Credit Valley Railway, passed in 1871	20,000
Village of Bolton included with the Township of Albion	
	$240,000

On behalf of the deputation of the Council of the County of Peel.

(Signed), L. R. BOLTON,
Chairman.

House of Assembly, Feb. 5th, 1873.

To the Honourable the Attorney-General for the Province of Ontario.

The Delegation of the County Council of the County of Kent, beg most respectfully to suggest,

1st. That the surplus funds to be distributed throughout the Province, should be proportioned according to the population in the different municipalities, or in other words, at so much per head throughout the Province.

2nd. That those municipalities indebted to the Government should receive credit for their respective proportions, in liquidation of their indebtedness (partial or otherwise).

3rd. That the amounts when decided upon should be placed to the credit of the municipalities (not indebted), and not in the hands of the County Councils.

4th. That it would have a good effect if the Government would restrict the expenditure of such moneys in the different municipalities to certain improvements, and not for the payment of their local debt.

5th. That in furtherance of the petition of the County Council of Kent, to make it imperative upon counties to build "Poor-houses," or Houses of Refuge in a limited time, we would strongly urge that the same should become law, as, under the present circumstances each county is waiting for neighbouring counties to build, in order that when they build they may not be burdened with the poor from other counties, as it must in a very short time (if not now) be necessary and imperative that such houses should be built.

6th. That this Deputation would further call your attention to the fact, that in the event of the Government establishing Normal Schools throughout the Province, that the Town of Chatham, in the County of Kent, would be a most CENTRAL, convenient and healthy location for such school, and the county council would give a most eligible site of ten acres of land for such building, in the Corporation of the Town of Chatham.

All of which is most respectfully submitted.

(Signed), JOSEPH ROBERTS, *Warden.*
D. F. VANVELSON, *Reeve of Harwich.*
JOHN DUCK, *Reeve of Howard.*
STEPHEN WHITE, *Reeve of*
L. H. JOHNSON, *Reeve of Chatham.*
ROBERT FERGUSSON, *Reeve of Camden.*

Toronto, February 5th, 1873.

TORONTO, February 6th, 1873.

Honourable T. B. PARDEE,
Provincial Secretary.

SIR,—Herewith find statement of claim by County Hastings, for consideration in settlement of Municipal Loan Fund, and distribution of surplus—as presented to Honourable O. Mowat, Attorney-General, by deputation from County of Hastings.

Also, a supplementary statement and map as suggested by the Premier.

I have the honour to be, Sir,
Your obedient servant,
(Signed) A. F. WOOD,
Chairman, Deputation.

To Honourable OLIVER MOWAT,
Attorney-General, Province of Ontario.

SIR.—The County Council of the County of Hastings would respectfully submit for the consideration of the Government of Ontario, the following statement in connection with the Municipal Loan Fund indebtedness of the said County, and their claim for consideration in any scheme for relief that may be proposed or distribution of the surplus that may be contemplated.

Present state of Loan.

1st. Loan was made in 1854, to the amount of $157,600.

2nd. This was expended in the construction of Gravel Roads.

3rd. The interest and sinking fund has been regularly paid—which payments amount to $193,455 88 or $35,855 88, more than the amount loaned.

REASONS why the County Hastings should be put in the first class list of claimants in any scheme that the Government may propose, for the settlement of Municipal Loan Fund indebtedness and distribution of surplus:

1st. The amount received was expended in the construction of gravel roads—there being three main lines running through the county from the southern boundary to the interior.

2nd. That since the loan was made, the County of Hastings has expended the sum of $288,131 additional in the construction and repairing of roads and bridges in the county—this amount being quite distinct from what has been expended by township and village corporations within the county for like purposes, and which would amount during the same period to not less than $100,000.

3rd. The County of Hastings has 170 miles of first-class gravel roads—upon which no tolls have been charged since 1861—said roads having been the means of largely increasing the value of the Crown lands and Crown timber in the rear of the County of Hastings, and in the western part of the County of Addington, and eastern part of the County of Peterborough, by making access easy to the settlers and lumbermen at all seasons of the year.

4th. That the Government of Canada and Ontario have since 1854, made large sales of the Crown Lands benefited by these gravel roads, and have during the same period collected in timber dues and ground rent from Crown Lands within the limits of the County Hastings $165,000.

5th. These roads run through the mineral districts of North Hastings.

6th. They connect with the following Government Colonization Roads, viz.: Hastings and Addington, and form connecting links from water communication and the Grand Trunk Railway, in the front to the settlements upon these roads far in the interior.

7th. There are three rivers running through the county—Trent, Moira and Salmon River, down which the timber and logs from the rear of the County of Hastings, the County of Peterborough, and the Counties of Lennox and Addington pass. These rivers cause the building of over 130 county bridges, within the limits of the County of Hastings, and the passing down of the timber causes an annual damage to the bridges to a considerable amount.

8th. The annual average expenditure by the County of Hastings, for the maintenence of road and bridges, amounts to between $14,000 and $15,000.

9th. There being no tolls on either roads or bridges, the county has no direct revenue from the expenditure of the sums referred to.

10. In 1842, grants were made by the Government of Canada to the amount of £1,659,682 sterling, or over eight million and-a-quarter dollars, for general local improvements throughout the Provinces, then known as Upper and Lower Canada. No part of this grant was received by the County Hastings, though there were large bridges and other improvements required at the time, such as came within the Statute making the grant.

From the above facts, the County Council of the County of Hastings would respectfully urge upon your Government, their claim for consideration, and submit that had the County of Hastings borrowed from the Municipal Loan Fund in 1854 the amount since expended by the county in public improvements—being nearly half a million of dollars—and failed as many borrowing municipalities have to pay the interest and sinking fund—we should have no doubt been relieved in 1859, by the five cents on the dollar arrangement, and would now be in a position to claim relief on the same grounds—a sort of semi-insolvency, that a number of municipalities claim as their strongest argument for consideration.

We further claim that the construction of gravel roads in our county has been as much in the public interest as though the moneys had been put in railways, for as the facts previously stated unmistakably show, the settlement of the back country has been forwarded and the Crown lands increased in value, not only on land per acre, but to a large extent in increased value of the timber; hence the large revenue from timber dues and ground rent of $165,000 since these roads were built. These roads not only benefit our county, but the adjoining counties, as one of the lines of gravel roads extends some thirty (30) miles along the western side of the county, and another some forty miles on the eastern side.

We would also further direct your attention to a fact previously stated, that the three rivers passing through our county are pretty much highways by which the products of the Crown domain is taken to market. We have not only to bridge the streams, but to sustain annually large damages by the passing down of the timber, and we feel that equitably the County of Hastings would be entitled to indemnity, or at least on this ground to more favourable consideration in the general settlement proposed. We would also call your attention to the fact of the willingness of the County of Hastings to meet its engagements, and at the same time to raise moneys by direct taxation to make further improvements. The rate-payers of Hastings have paid for several years annually an average of two cents on the dollar of the assessed valuation of the county for municipal purposes, independent of school rates. This has been done cheerfully in order to maintain our credit and keep up with the age in making public improvements, and we cannot but feel that had other municipalities been equally anxious to maintain their credit, it would have required no greater rate of taxation than Hastings has borne to have done so, and such a thing as application for relief would not have been heard of. The County of Hastings through this deputation is not here for the purpose of seeking relief as an insolvent municipality, for we believe that in its true sense such character does not attach itself to any municipality in Ontario, but for the purpose, as we have endeavoured to do, to state the claims of the County of Hastings for consideration in the proposed settlement.

All of which is respectfully submitted.

(Signed,) A. F Wood,
Chairman of Committee and Deputation
from County of Hastings.

February 4th, 1873.

SUPPLEMENTARY STATEMENT.

Owing to the lines of gravel roads running to the east and west sides of the county, we have a just claim for the dues from Crown timber in certain proportions, from Peterborough and Addington, to be placed to our credit.

As to damage done by timber passing down the rivers running through our county, as a fact the County of Hastings raised in 1870 the sum of $10,000 to provide for damages done to our bridges that year.

We would call especial attention to the fact that the average rate in the dollar on the assessed value of property in County of Hastings for municipal purposes, aside from schools, is two cents, as levied for county and local municipalities by local councils, and your memorialists would again respectfully represent that had other borrowing municipalities levied a rate similar, there would not be any necessity to consider these loans.

(Signed,) A. F. Wood,
Chairman of Committee on the Municipal
Loan Fund for County of Hastings.

Toronto, February 6th, 1873.

As requested by the Premier, I have attached a map of the County Hastings, defining the gravel roads by red lines.

Map of the County Hastings defining the Gravel Roads by Red Lines.

MEMORANDUM.

It will be observed that the total levy made by the United Counties of Huron and Bruce on the Municipal Loan Fund Account exceeds the amount stated to have been paid in to the Government up to June 30th, 1867, as per Mr. Wood's report.

This may arise in two ways, firstly: the levy of 1866, the last contributed by Bruce may not have been paid into the Provincial Treasury at the date mentioned. Secondly: in making assessments, municipal officers, generally leave a fair margin over and above the exact sum necessary.

The amount levied on and contributed by Bruce, namely $92,638, as per annexed statement, is the correct sum contributed by Bruce to that fund, and the amount for which that county, instead of Huron, is entitled to consideration, in the settlement of the Municipal Loan Fund.

SCHEDULE

Showing the equalized assessments of Huron and Bruce from A.D. 1852 to 1866 inclusive, and the amounts paid during that time on account of the counties' indebtedness to the Municipal Loan Fund.

A.D.	Assessed Value of Bruce.	Assessed Value of Huron.	Assessed Value of Perth.	Amounts Paid on Account of Municipal Loan Fund Indebtedness.	
				Huron & Bruce.	Bruce.
	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
1852	135,749 00	3,448,629 00	1,624,843 00		
1853	245.844 00	3,379,268 00	do		
1854	189,716 00	3,314,956 00	do		
1855	1,393.888 00	4,461,224 00	do	36,000 00	8,562 00
1856	2,137,393 00	5,316,807 00	do	24,000 00	6,881 00
1857	2,573,864 00	5,850,640 00	do	24,000 00	7,332 00
1858	2,631,970 00	6,470,108 00	do		
1859	1,949.306 00	6,763,635 00	do	55,000 00	12,305 00
1860	3,506,811 00	7,675,229 00	do	24,640 00	7,727 00
1861	3,997,189 00	8,752,777 00	do	24,640 00	7,725 00
1862	4,414,887 00	9,165,909 00	do	24,640 00	8,100 00
1863	5,308,635 00	10,631,978 00	do	24,640 00	8,143 00
1864	6,112,305 00	11,557,846 00	do	24,640 00	8,523 00
1865	6,704,737 00	11,980,212 00	do	24,640 00	8,841 00
1866	6,436,473 00	12,222,807 00	do	24,640 00	8,499 00
				$311,480 00	$92,638 00

Certified to be a true copy as extracted from the minutes of the Council of the United Counties of Huron and Bruce.

(Signed) PETER ADAMSON,
County Clerk of Huron.

County Clerk's Office, Goderich,
February 10th, 1873.

[L.S.]

Memorial of the County Council of the County of Bruce, for an equitable disposition of the Municipal Loan Fund, and a favourable consideration of the Exceptional Position of the County of Bruce in reference to that Fund.

To the Honourable the Members of the Legislative Assembly of Ontario, in Council.

The Memorial of the Warden and Members of the Municipal Corporation of the Council of Bruce

HUMBLY SHEWETH :

That your memorialists are rejoiced to learn that there is every prospect of a speedy settlement of the Municipal Loan Fund, and while your memorialists believe that the question is surrounded with difficulties of no ordinary character, they confidently hope that a settlement based as nearly as possible on principles of equity to the Province at large, and of justice to local or sectional interests and circumstances, may be aimed at by your honourable body.

That your memorialists hope that while justice may be fully conceded to the older municipalities, your honourable body will carefully consider the position and claims of the new counties, which, as in the case of the County of Bruce, especially have had not only to contribute largely to public improvements in the old settlements, but have had to tax themselves heavily for gravel roads, harbours, and railways in this comparatively new county in addition to all the other improvements, in the shape of roads, bridges, schools, &c., which have all devolved upon the present generation of pioneers in Bruce.

That the people—the pioneers of Bruce—have had to pay high prices for their lands, while of late years the public lands are granted free to settlers. The gross amount, principal and interest, paid and payable to the Crown Land Department by the settlers of Bruce exceeds $1,500,000.

That the people of Bruce contribute at present to the general revenue a sum of not less than $100,000 per annum.

That the only expenditure that the Government of Canada has ever made in the County of Bruce from the funds of the Province has been for the construction of landing piers and harbours ; and this has not exceeded, including the improvements now going on at Southampton, the sum of $175,000.

That, exclusive of the county buildings and all other public improvements effected since the first settlement of the county, the people of Bruce have expended in the construction of gravel roads and harbour improvements not less than $300,000, and for aid to railways in the shape of bonuses, including those of a sectional character, they have granted debentures to the amount of $380,000.

That, in addition to all this, when the County of Bruce, in 1852, was represented in the Council of the united Counties of Huron, Perth and Bruce by *only one Reeve*, a vote was pased in that body granting a bonus of $500,000 out of the Municipal Loan Fund to the Buffalo and Lake Huron Railway, to the repayment of which principal and interest the County of Bruce, in spite of the protests of her *one Reeve*, was committed, and to which, during the continuance of the union with Huron, she contributed her full share in proportion to the general assessment—to December 31, 1866, when the separation of Bruce from Huron took place, and when Bruce had to assume as her share of the then unpaid balance of said bonus the further sum of $55,000. The whole of this indebtedness, so forced upon Bruce against her wishes, and to which, in all the circumstances, there is no parallel in the history of Canada, being for the benefit of a public improvement of an entirely provincial character, and which, although of the utmost importance to the people of the Counties of Perth and Huron, through which that railway runs, has only been of indirect and very remote benefit to the people of Bruce, who have had to travel an average distance of at least sixty miles before they could avail themselves of the facilities conferred by said railway.

Your memorialists are of opinion that in the settlement of the Municipal Loan Fund it may be found necessary to write off a considerable proportion of the large sums now standing against many municipalities, still holding them liable to the extent of direct local benefit derived by such localities from those public improvements, on the ground that such municipalities contributed largely to the construction of the Grand Trunk Railway and other public improvements of a provincial character, and that, therefore, your memorialists are only preferring a reasonable request when they ask, on behalf of the settlers of Bruce, that your hon. body in Council may be pleased to cancel, as against them, whatever balance yet remains to the debt of the county of the said $55,000, for which they were so ujustly rendered liable in the first place.

Your memorialists also trust and hope that in the allotment of whatever distribution your honourable body may make, either in reference to the Municipal Loan Fund or the Surplus, the special claims and exceptional circumstances of the County of Bruce may be fully and favourably considered, and that a paternal Government will not fail, on equitable principles, to help those who have done and suffered so much to help themselves, while, at the same time contributing largely to the public wealth, and the accumulation of the surplus aforesaid.

And your memorialists, as in duty bound, will ever pray.

R Bond.
Warden, Bruce.

Geo. Gould,
County Clerk,

[L.S.]

Walkerton, January 29th, 1873.

To the Honourable the Members of the Executive Council of the Province of Ontario.

TORONTO, ONTARIO, 11th February, 1873.

GENTLEMEN,—In view of the contemplated legislation on the question of municipal indebtedness, and the probability of some measure of relief being granted to the municipalities in Ontario, which borrowed money for public improvements under the Municipal Loan Fund Act, the undersigned, a deputation appointed by, and acting for the County Council of the County of Elgin, beg respectfully to submit for your consideration the following facts in connection with that county.

In the year 1854 the county borrowed under the Municipal Loan Fund Act, $80,000. The loan was for thirty years, and the annual payments of interest and sinking fund $6,400 (payable half-yearly), have been punctually met by the county as they matured. The total payments made up to 1st January last was $119,825 86, and the balance at the credit of the sinking fund at that date was $66,860 29. The money so borrowed was invested in stock in the London and Port Stanley Railway Company, which has proved almost entirely unremunerative. No dividend was ever received, and the whole of the stock was recently sold for $5,000. The railway was built principally by, and in the interest of the local municipalities,

The City of London taking stock to the amouut of......................	$220,000
" County of Middlesex..	80,000
" County of Elgin	80,000
" Town of St. Thomas...	34,000

The private stock amounting to only $27,500. The $220,000 of stock subscribed by the City of London was also borrowed under the Municipal Loan Fund Act. Without urging the necessity, or even hazarding an opinion as to the propriety of remitting all or any portion of the claims the Government hold against the municipalities, on account of their indebtedness under the Municipal Loan Fund Act, the undersigned would strongly urge upon your consideration, in case it is decided to grant relief—and especially to municipalities which borrowed and failed to meet their obligations—the claims of municipalities like the County of Elgin, which borrowed, and met their obligations punctually and in good faith; and they would further add in connection with this particular county, that with a view to encourage public enterprise, and provide railway facilities adequate to the growing wants of the community, the county, two years ago, created an additional debt of $200,000, which was given as a bonus to the Canada Southern Railway Company. This was done in accordance with a resolution adopted at a convention of delegates from all the counties along the line, and on the understanding that all the counties would similarly contribute, but it afterwards turned out that the County of Elgin was the only one that carried out the arrangement in good faith. The Government has also recently insisted on extensive alterations in the county jails, which will involve the county in a further expenditure of some $20,000, and in addition to all this, a new fire-proof registry office has to be built, which will still further augment the debt by $7,000 or $8,000.

In connection with the alterations now going on in the jail, and jail-yard, the subscribers, on behalf of the council, would strongly urge upon your consideration the injustice of compelling counties situated like the County of Elgin, to pay the whole of this expenditure, seeing that the greater portion of the other counties received assistance from the public funds to the extent of $6,000 each for these purposes, and they would respectfully ask you to take action so that the grant may be revised, and that the County of Elgin, and other counties similarly situated, may be placed on the same footing as counties which made the alterations prior to 1868.

Hoping you will give the above facts due and favorable consideration,

We have the honour to be,
Your obedient, humble servants,
JOHN MCCAUSLAND,
GEORGE SUFFEE,
T. M. NAUNE.

To His Excellency the Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant-Governor of the Province of Ontario, and the Honourable the Privy Council, Toronto.

MAY IT PLEASE YOUR HONOURABLE BODY:

Your memorialists, the municipal representatives of a population of some seventy thousand persons, inhabitants of the United Counties of Northumberland and Durham, now in Council assembled.

HUMBLY REPRESENT:

That in order to improve and develop the general resources of these united counties. as well as to open up certain thoroughfares for trade, by which the general products of the country in the rear could be brought to the markets of the frontier, the Council of the said counties in the year 1854, borrowed the sum of $460,000, from the "Municipal Loan Fund" of Canada, for the construction of certain public roads to effect and carry out that object.

With a portion of the money so borrowed, a leading line of road was built, from the eastern to the western limits of said united counties, save and except a certain portion of the said line which had been previously made by private companies under the "Joint Stock Companies' Act."

Another leading line of road was also built on the boundary line between the Counties of Durham and Northumberland, to connect with a gravelled road in the County of Peterboro', in the rear of these counties, to form a link by which the general traffic of the interior could be brought to the front for disposal, either in the local or foreign markets.

That the roads were originally built with the view of being toll roads, and it was contemplated that the tolls from the traffic then passing over said roads would be sufficient to produce the sum required for interest and sinking fund, to liquidate the indebtedness entered into for their construction.

That the former of these roads running from east to west, shortly after its construction, became wholly unremunerative to these counties, by means of the building of the Grand Trunk Railway, the route of which ran immediately along side of said gravel road, thereby taking from and almost wholly monopolising the travel and traffic which hitherto legitimately belonged to said road, the consequence being, the gravel road was abandoned as a toll road, and thrown open to the public as a free road.

That the latter road running north and into the interior of the county, became similarly unproductive by means of the construction of the Port Hope and Peterboro' Railroad, which monopolized the travel and trade thereon, and becoming unremunerative as a toll road, was also abandoned as such and made free for the uses of the public.

That certain other leading lines of roads running north and into the interior of the country, developing the resources thereof through thirteen of the minor municipalities, comprising these counties, were also built from the moneys obtained under the said loan of $460,000, these roads were originally contracted to be built for the sums varying from $1,600, to $2,200 per mile, but from engineering difficulties and other unforeseen causes, the cost of them in many instances became nearly double.

That from the railway era having commenced, and the general legislature of the country justly favouring these projects, they were in many instances so laid out as to wholly change the channels through which the trade and travel formerly ran, namely, upon the gravel roads referred to. This being the case, the lines of roads used as toll roads, and yielding fair returns, had from the trade thus being directed from them also, in most instances, to be abandoned and made free to the public.

That serious difficulties arose between several of the minor municipalities comprising these united counties, as to the disposition of the moneys used in the construction of the several roads within the minor municipalities, which difficulties upon an appeal to Parliament were finally settled and adjusted by the Act of the Parliament of Canada, 23 Vic., cap. 98.

That notwithstanding all these difficulties, these united counties have nevertheless fully paid the interest required by the Government on the loan of $460,000, they have paid back into the general treasury of the Province the sum of $469,032 92, being more than the original sum borrowed.

That other municipalities throughout the Province have also borrowed large sums of money from the said Municipal Loan Fund, some of which were applied for the general development of the country in like manner as the expenditure made by these counties; other municipalities again have borrowed very large sums of money from the same source, and are wholly in arrears.

That it is unfair and unjust towards the ratepayers of these united counties, to have been placed in a position of such inequality, whereby during the past eighteen years, their taxation has been nearly doubled to raise the sum required annually, and pay the interest on the loan now amounting to the large sum of $469,032, which amount has gone into the general treasury of the Province, has been partaken of by the whole public of the country.

Therefore your memorialists most humbly pray, that some equitable adjustment may be arrived at, whereby the inhabitants of these united counties may be enabled to receive a fair compensation for the disadvantages under which they labour.

And your memorialists as in duty bound will ever pray.

(Signed) W. THOMPSON.
Warden.

To the Honourable OLIVER MOWAT,
Attorney-General, &c., &c., &c.

SIR,—We, the deputation appointed by the Corporation of the Town of Belleville, for the purpose of presenting the claims of the said municipality in reference to the settlement of the Municipal Loan Fund and distribution of the surplus, beg leave most respectfully to submit for the consideration of the Government the following statement, wherein the entire debenture debt of the Town of Belleville is shown, which debt has been incurred for improvements, not only of a local character, but to a very large extent of a provincial nature.

1. Comparative statement showing the entire debenture debt of the Town of Belleville incurred for local and provincial improvements respectively:—

LOCAL.	$ ct.	PROVINCIAL.	$ ct.
Town Hall	5,000 00	Bridges	18,000 00
Market	30,000 00	Harbour	6,000 00
Schools, &c	18,000 00	Grand Junction Bonus	100,000 00
Gas Stock	20,000 00		
Trust and Loan Sundry improvements	14,000 00		
	87,000 00		124,000 00

2. From the foregoing statement it will be seen that the Town of Belleville has not only incurred a large indebtedness for local improvements, amounting to eighty-seven thousand dollars, but has increased the same indebtedness for improvements, rather of a provincial character, to the extent of one hundred and twenty-four thousand dollars, making the entire debenture debt of the Town of Belleville two hundred and eleven thousand dollars.

3. That the Town of Belleville pays the County of Hastings yearly for the use of the jail and the administration of criminal justice, and in consideration of making and keeping in repair the county roads, free, the sum of four thousand four hundred and fifty-six 80-100 dollars.

4. That the Town of Belleville has subsidised a ferry running between Belleville and Prince Edward County, which has tended, in no small degree, to inhance the value of the property in Prince Edward and increase the growth and prosperity of the said county.

5. That your petitioners consider the expenditure increased in building bridges for the last ten years assumes the nature of a provincial improvement rather than otherwise, inas-

much as the said bridges have each been carried away by immense jams of saw logs brought down the river Moira—the proceeds of said lumber going to the credit of the Crown Lands Department.

6. As it is with bridges, so has it been with our harbour, that is in so far as expenditure is concerned, owing to the large amount of lumber brought down the river Moira yearly, the harbour has become filled up with sunken wood, bark, and such like debris, which has and will necessitate a large outlay in dredging the same.

7. The Town of Belleville granted to the Grand Junction Railway a bonus of one hundred thousand dollars. This railway running, as it will, through the northern part of the back country, passing through several counties and connecting with the contemplated Great Canadian Pacific Railroad.

This bonus in favour of the said Grand Junction Railway is an expenditure towards an improvement of a thoroughly provincial nature; and, from this standpoint alone, places Belleville in as favourable a position for the just consideration of the Government in the distribution of the surplus as any municipality in the Province.

8. That the moneys necessary to be raised annually by the people of the Town of Belleville to provide sinking funds, for special loans and interest to cover the same, together with a sufficient amount to meet our current expendture, will greatly exceed two cents on the dollar.

9. That the Town of Belleville is not only able but quite willing to provide for all debts incurred for improvements of a local character, the yearly provision for which, in addition to school tax and current expenditure, will impose a rate sufficiently burdensome, and very slightly within the limits allowed by law.

10. Further, in addition to the aforesaid facts, your petitioners beg to point out this important item, that while the Government of the country in 1858 allowed that five cents on the dollar, on the annual value of the assessment of that year, in addition to ordinary taxes, was sufficiently burdensome for any municipality to bear, the Town of Belleville to day is paying no less a sum than twenty-six cents on the dollar on the annual value of the assessment of 1858.

11. In conclusion, your petitioners, while disclaiming any desire to repudiate our just debts, in face of the fact that the Town of Belleville has always met its yearly payments,—principal and interest—to the Municipal Loan Fund regularly, that in any scheme brought forward for the adjustment of the question, that the Town of Belleville will receive its fair share, *pro rata*, with other municipalities similarly situated.

P. S.—Your petitioners would take this opportunity of stating, that notwithstanding the fact that the Town of Belleville duly paid the sum, principal and interest, due the Municipal Loan Fund, for the year 1865, that to this day the Town of Belleville has never received its share of the clergy reserve fund moneys for that year.

To His Excellency the Lieutenant-Governor of Ontario in Council.

The humble memorial of the Corporation of the County of Norfolk

SHEWETH AS FOLLOWS:—

By an Act of Parliament of the Province of Canada, passed in the tenth and eleventh years of the reign of Her Majesty, Queen Victoria, it was ordained that the several persons named in the said Act, were constituted a corporate body, under the name and style of "The Woodstock and Lake Erie Railway and Harbour Company," and by the second section of the said Act, it was lawful for any municipality, by by-law, to authorize any sum of money to be raised on the credit of the Consolidated Municipal Loan Fund to assist in the construction of the said railway. Accordingly by-laws for that purpose were duly passed by the municipal councils, and ratified by the ratepayers of the Townships of Norwich, Windham, Woodhouse and the Towns of Woodstock and Simcoe; and, subsequently, certain agreements were made in writing with those municipalities and under the seal of the said company. These agreements not having been properly carried out by the company, the Government was memorialised to withhold the payment of the amounts.

It was after the receipt of this memorial and with the knowledge of the facts therein contained, that the Government issued the debentures, and your memorialists therefore submit wrongfully.

By subsequent legislation several alterations were effected prejudicial to the interests of the said municipalities and without their consent.

Under these circumstances, your memorialists consider that the municipalities named should be entirely released from their indebtedness, and trust, that your Excellency in Council, taking all the circumstances into consideration, will view their application for relief as a reasonable one.

Your memorialists, therefore, pray that the alleged claims by the Crown against the Townships of North and South Norwich, Windham and Woodhouse, and the Towns of Woodstock and Simcoe may be cancelled, providing that the same can be done without prejudice to the claims of any municipality to a share in the distribution of any surplus fund that may hereafter be distributed among the several municipalities which have not participated in the Consolidated Loan Fund.

And your memorialists will ever pray.

(Signed) JOHN WILSON.
Warden.

Attest.
JAMES ARMATINGER,
County Clerk,
County Norfolk.
[Seal.]

To the Executive of the Province of Ontario.

The memorial of the Municipality of the Town of Paris

HUMBLY SHEWETH:

That about the year 1853, the following municipalities, namely: The Towns of Brantford, Stratford and Paris, the Counties of Huron, Bruce and Perth, and the Townships of Brantford, Bertie, Canborough, Moulton, Sherbroke and Wainfleet, on the line of the then Buffalo, Brantford and Goderich Railway, took stock in said railway company, in the aggregate to the sum of $778,000, which sum was borrowed by them from the Municipal Loan Fund.

That about the year 1854, the said Towns of Brantford and Stratford, besides taking stock in said railway company loaned their credit to said railway company – the Town of Brantford, to the amount of $400,000, and the Town of Stratford, to $100,000, and received in security therefor the bonds of said company.

That the amount of stock taken by said Town of Paris, in said company, was $40,000.

That the said Buffalo, Brantford and Goderich Railway Company became embarrassed and the stock held by the said municipalities quite worthless,and the said several municipalities, at a meeting held in Stratford about the year 1855, voted away and transferred the stock held by them in said railway company, to a new railway company then formed, namely, the Buffalo and Lake Huron Railway Company, at the request of said newly formed company.

That the Town of Paris, from the time it gave up its said railway stock, has taxed itself heavily to pay the interest and sinking fund on its loan to the Government, and which it has regularly kept paid up to the year 1871.

That since that time, in consequence of a large expenditure having to be made in rebuilding a bridge, the Town of Paris has been unable to pay the amount due the Government, as the taxes required to be collected to meet the outlay on said bridge, and the interest and sinking fund due to the Government would have far exceeded the rate authorized by law, and would have been a grievous burthen on the ratepayers of the said Town of Paris.

That the Towns of Brantford and Stratford, who loaned their credit to said railway, received the interest on their said securities while held by them, and on selling said securities received nearly their value.

That the construction of said railway was a national undertaking, and at the time of its construction, opened up an entirely new section of country.

Your memorialists therefore pray that the Government will take the case of the municipalities who took stock in said railway, into their most favourable consideration, and, in the arrangement of the Municipal Loan Fund, place the municipalities, who took stock in such position as to receive per mile, a sum proportionate to that lately paid out to new railways opening up new districts, together with interest thereon, from the time said stock was taken.

And your memorialists, as in duty bound, will ever pray.

(Signed) Chas. Whitlaw,
Mayor.

To the Honourable the Legislative Assembly of the Province of Ontarco, in Parliament assembled.

The petition of the Corporation of the Town of Berlin,

Humbly Sheweth:

That your petitioners have taken a deep interest in the progress and advancement of the Province of Ontario, and have contributed largely towards the construction of railways, as a means of opening the country and of facilitating communication between the different parts of the Province and rendering more easy and expeditious the transit of produce and merchandize, and thus increasing the value of property.

With these objects in view, your petitioners took stock to the amount of twenty thousand dollars ($20,000) in the Preston and Berlin Railway, and issued debentures for that amount, which debentures mature at the expiration of twenty years from the date of issue, bearing interest, and on which debentures the interest from time to time accruing is paid. By an Act, 27 Victoria, Chapter 56, made upon the petition of one Edward Irving Ferguson, and the Preston and Berlin Railway Company, power was given to the said Ferguson, to sell to any railway company, incorporated or to be incorporated, and whose line touches or intersects, or may touch or intersect, the line of the Preston and Berlin Railway Company, or to any corporation or association of persons to be incorporated in the manner therein mentioned, and there called the "purchasers," who might agree to purchase the same, and they were respectively authorized to purchase, all and singular, the railway of the said company, from its terminus in the Village of Preston to the Town of Berlin, including all lands, buildings, stations, station-grounds, privileges and appurtenances acquired and formerly owned by the Preston and Berlin Railway Company. And it was also provided that the said purchasers should, upon the transfer to them of the said railway and works, as authorized by that Act, possess and enjoy the same; and the same should thenceforth be vested in and absolutely belong such purchasers, freed and discharged from all claims by the shareholders of the said railway company; and the said purchasers should and might enjoy, exercise and enforce, all the rights, powers, claims, benefits, franchises and privileges granted or conferred on, or held, possessed or enjoyed by the said railway company, by or under, or by virtue of the Acts relating to the said railway company, or any of them, or otherwise.

Under the power conferred by the said recited Act, the Preston and Berlin Railway was sold to and purchased by, or on behalf of the Grand Trunk Railway Company, and the rights of your petitioners and the other shareholders of the Preston and Berlin Railway Company, in the stock of the said company, were extinguished.

The Grand Trunk Railway Company, upon the completion of the purchase, took up the rails and dismantled the said railway, and there has not been since any railway between Preston and Berlin.

Your petitioners humbly show that the last mentioned Act enacted a new principle in law, applicable to this particular case, namely, the sale of the franchise and property of a railway company for the payment of its debts, which Act was not in existence when your petitioners became shareholders in that company, and the object your petitioners had in becoming shareholders, and were alone justified in becoming shareholders, was frustrated and completely defeated, and the franchise and property in which they were shareholders were transferred to another company, who held them freed from the rights of your petitioners.

Your petitioners humbly show that under the circumstances as detailed above, and the passing of the said Act, your petitioners are equitably entitled to be relieved from the payment of the said stock of twenty thousand dollars.

Your petitioners therefore humbly pray your honourable body that the sum of twenty thousand dollars, ($20,000) being the amount of the debentures issued by the corporation of the Town of Berlin, for the stock subscribed by that corporation in the Preston and Berlin Railway, be paid to your petitioners out of any surplus funds in the Treasury of the Province of Ontario.

And your petitioners, as in duty bound, will ever pray.

JOHN HOFFMAN,
Mayor.
ABRAM TYSON,
Reeve.

Dated at the Council Chamber of the Town of Berlin, in the County of Waterloo, this twenty-eighth day of January, one thousand eight hundred and seventy-three. [Seal.]

Countersigned, JAMES D. BOWMAN,
Clerk.

To His Excellency the Lieutenant-Governor of Ontario in Council.

The Deputation appointed by the Corporation of Ottawa to represent the interests of the city in reference to the Municipal Loan Fund Liability, beg respectfully to submit the following Statement:—

In 1852 a company was formed for the purpose of uniting the St. Lawrence and Ottawa by rail, Prescott and Bytown being the respective termini.

The Municipality of Ottawa, then Bytown, took $40,000 stock in the enterprise in its corporate capacity, both principal and interest since paid; and a sum of $97,600 was subscribed by individual members of the community, making, as was thought, a very liberal contribution, considering the extent of the project and the then resources of the town.

To secure the completion of the railway the city was further induced to lend its credit to the company by borrowing from the Municipal Loan Fund a sum of two hundred thousand dollars.

As security for the advance, the Ottawa and Prescott Railway Company by an indenture of mortgage, dated November, 1853, "mortaged to the City of Ottawa and the Town of Prescott in common, without priority to either, the lands, railway undertaking, tolls, revenues and other property, to secure the payment to the respective treasurers of the e Municipalities of the principal and interest, to fall due to the Provincial Government, upon the moneys borrowed by them from the Municipal Loan Fund. (Ottawa $200,000, Prescott $100,000.)"

This mortgage was subject to another previously given, to secure the principal and interest upon certain bonds, amounting to £100,000 issued by the railway company, which ultimately became vested in the Ebbe-Vale Company.

Notwithstanding the assistance rendered by the municipalities, the difficulties of the company were not wholly surmounted; and in order to meet them a bill for its relief was introduced on the 29th March, 1864, in which power was asked to raise $250,000 by the issue of preferential equipment mortgage bonds.

This bill was rejected by the House; and it is important to bear this in mind, as the ground of its rejection was the fact, that its provisions did not meet with the approval and sanction of the municipalities to whom the company was indebted.

Finding that the Legislature recognized the interests of the creditors of the road, and that Parliament would not interfere by legislative enactment with the legal and equitable rights of the municipalities, the company then entered into negotiations with the various interests in order to obtain their assent to such legislation, as would relieve the company and be satisfactory to all concerned.

These negotiations resulted in an agreement being entered into on the 30th December 1864, by the several interests, Prescott excepted, which was embodied as a schedule attached to the Bill introduced on the 3rd February, 1865.

Prescott resisted all legislation. The Municipality of Ottawa with a liberality that did it infinite credit, consented to yield the precedence under its mortgage, in so far as enabling the company to raise $ 50,000, to be expended in the necessary improvement of the railway. The difficulties of the road had become so serious as to threaten its stoppage; and it was of the highest importance, as the preamble of the Bill recognizes, that means should be devised for its relief. In assenting to this the Municipality of Ottawa waived no right to its security, but simply yielded its position of priority, in so far as enabling a sum of $250,000 to be raised, to be expended in the improvement of the road, and rendering it so much more valuable as a security.

Among the many advantages stipulated in the agreement, that no doubt formed a strong inducement in influencing the assent of the City of Ottawa to the Relief Bill, was a provision for changing the gauge to correspond with the Grand Trunk, and providing for the use of the Grand Trunk rolling stock, so that freight and passengers might pass from East and West without breaking bulk. The advantages of this arrangement have been lost by the action of Parliament in ignoring the agreement.

As has been alleged, "the Bill for the relief of the Ottawa and Prescott Railway Company, and for ensuring the efficient working of its railway, and for other purposes," was based upon an agreement solemnly entered into by a vast majority of the parties interested in the road; and the preamble sets forth as a reason for its passing,—"Whereas over eighty per cent. of the mortgage and share capital of the said company have agreed upon a plan for re-organizing the affairs of the said company, which agreement is contained in the schedule to this Act," "therefore Her Majesty enacts as follows:"—

Without tracing the bill throughout its intermediate stages, suffice it to say that after the most exhaustive discussion, extending over several sittings, in the railway committee, where every interest was ably represented, it was reported to the House on the 2nd. of March, substantially the same as originally introduced, and conformable in every feature with the agreement embraced in the schedule.

On March 14th, a motion to go into Committee of the Whole House was made, but after an amendment, which was lost, the House adjourned on the morning of the 15th without resolving itself into committee.

The report of the *Globe* of the 16th, says: "On motion of Mr. Rose, for the House to go into Committee of the Whole on the Ottawa and Prescott Railway, a discussion arose which was adjourned till to morrow, to allow the promoters to consider an amendment to sell the road to the highest bidder; House adjourning at a quarter past one a.m."

The *Globe* of 17th March, says: "The Ottawa and Prescott Railway Bill being called, amendments altering the Bill and one for the sale of the road and distribution of the proceeds were offered by Mr. Rose. Messrs. Holton and Shanly objected, that this was substantially a new bill, not that petitioned for and passed through the railway committee."

"The House after some further discussion rejected Mr. Shanly's amendment moved yesterday went into committee and adopted, and reported the new clauses. Third reading on Thursday. Other private Bills were advanced a stage and the House adjourned at five minutes past 3 o'clock."

On Thursday at midnight the Bill was read a third time. The following morning it was rushed through the Legislative Council, with railway speed, and an hour after, received the royal assent, Parliament being on that day prorogued. Indeed it is susceptible of proof, that the amended Act was not printed until the evening of the day before it became law.

In the brief history contained in the *Glole*, which was the only information vouchsafed the public in reference to the Act, it will be seen that within thirty-six hours from the time of the suggestion of a change in the character of the Bill, so revolutionary as in fact to make it a new measure altogether, it passed through the successive stages, in defiance of all the rules of Parliament, and became the law of the land, without an opportunity being given those most deeply interested of knowing its provisions, much less resisting its passage.

Worse still, the Legislature in the first place disarmed opposition at the subsequent stages of the Bill, by assenting in the railway committee to ratify the agreement under the seal of 80 per cent. of those interested; and having allowed them to return home, impressed with the conviction that their rights would be respected, at the eleventh hour utterly ignored this understanding and were in effect guilty of a gross breach of faith in the premises

As submitted to the Committee of the whole House, the Bill contained 18 enacting clauses. As it passed, two short clauses sufficed to dispose of every interest, in defiance of all the terms of an agreement, that involved days and weeks of negotiation outside the House, and hours of discussion in the railway committee and in the House itself.

Such is a brief history of an Act, unprecedented in British legislation, that literally by one stroke of the pen, and in the twinkling of an eye, legislated away the rights of the City of Ottawa, and the security that it held for the money borrowed from the Municipal Loan Fund.

All the formalities required as safeguards by Parliament were ignored. The usual notice of the application, which is insisted upon for the protection of private and public rights, where private legislation is sought, was in this notice effectually dispensed with, its words being simply as follows:

OTTAWA AND PRESCOTT RAILWAY COMPANY.—"Notice is hereby given, that application will be made at the next Session of the Provincial Parliament, for an Act to amend the Acts relating to the said Company."

By order,

JOSEPH MOONEY.

15th November, 1864.

That this notice was sufficient to embrace the sale of the road will hardly be maintained. It becomes infinitely worse, when the facts are stated, that under the cover of such a notice, at the end of a Session, legislation was adopted in direct violation of that discussed, assented to, and approved of by a Committee, composed of nearly one half, and that the most influential half of the House, when the various interests were fully represented. The fact of the proposed change in our Constitution having led to a fusion of parties, and the anxiety to bring the Session to a close is the only explanation of legislation so extraordinary in its character.

Of the many railways that have been involved in greater and less difficulties throughout the Dominion, it is the only instance, where the rights, lands and franchises, have been sold by an Act of Parliament, either before or since. In simple transactions between individuals, the debtor is protected from the sale of his lands, until all means of realizing from his goods are exhausted; and even then equities are sacred, until disposed of by the slow process of law. How much greater then is the injustice of selling the rights, franchises and lands of a railway company, mortgaged to municipalities, who by the very nature of things would be excluded from the possibility of protecting themselves, or becoming the purchaser.

By this special Act of legislation, in effect and in substance it was enacted, that the security held by the Municipality of Ottawa should become valueless; and neither under the Bill nor under any existing law, was it given the power for its own protection.

Holding it to be a principle, that cannot be gainsayed, that the Province of Ontario, in assuming the benefit of the Municipal Loan Fund Debt, takes it with its responsibilities, it is respectfully submitted that under no principle of justice, or of equity, can the Municipality of Ottawa be called upon to make any further payment towards the loan, transferred from the Province of Canada to Ontario.

In this memorandum it is not attempted to discuss the principle that may be adopted in reference to a question, surrounded with so many difficulties, as that of municipal indebtedness and the disposition of the surplus, either in the abstract, or in reference to the City of Ottawa. If any indebtedness were acknowledged, it might be easily shown, that no municipality in the Province has stronger claims to consideration. Besides the stock invested in the Ottawa and St. Lawrence Railway, private and municipal, it has already paid $167,000 toward the loan of $200,000. It has contributed largely to all the frontier and western enterprises, whether canals or railways, without any direct advantage; and it claims that many of the railways, assisted at the expense of the Province, by actual aid, or by compromise of their indebtedness, are in no sense as public in their characters, as a railway leading to the Capital of the Dominion. Their assertion of the public character of the railway need not be relied on, as the Act which legislated away the rights of Ottawa, assigns in its preamble as a reason therefor, that "it is of the highest importance to the interests of this Province," "to keep open the railway for traffic."

Apart from any claim on public grounds, it is respectfully but confidently submitted, that from the hour, when by legislative enactment, the security of the municipality became valueless, Ottawa was both in justice and in equity relieved from all liability for the indebtedness, for which that security was the equivalent.

EUGENE MARTINEAU,
Chairman.

Statement of the Debt of the City of London, 1872.

Municipal Loan Fund	$375,000 00	
Interest accrued	334,537·00	
		$709 537·00
Consolidated in 1872		564,720·00
		$1,274,657·00

The latter item embraces the following sums :—

Loan to London and Port Stanley Railway	$220,000
" Great Western "	100,000
" County of Middlesex	40,000
City Hall Market Sewers, Fireman's Hall &c.,	204,720
	$564,720

Total Invested in London and Port Stanley Railway, viz :—

1st and 2nd Mortgage Bonds	$220,000·00
County of Middlesex Stock	20,000·00
Amount from Municipal Loan Fund	375,400·00
Interest &c., unpaid	579,610·00
	$1,195,010·00

(S'd) ALEX. S. ABBOTT,
City Clerk.

Total assessment for the City of London say	$6,000,000·00
Interest on $1,014,720 at 6 per cent and 2 per cent sinking fund	81,177·60
Interest on Municipal debt at 5 and 2 per cent sinking fund	49,695·59
Ordinary expediture exclusive of interest on Debenture debt and after dedutting revenue from all sources	65,000·00
	$195,873·19

To pay this sum would require an annual rate of nearly $3\frac{1}{3}$ cents in the $1, the present rate is $1\frac{6}{10}$ cents in the $1.

Cost of London and Port Stanley Railway :—

1st Mortgage Bonds London	$275,452·00
2nd " "	220,000·00
Stock "	220,000·00
" County Middlesex	80,000·00
" " Elgin	80,000·00
" " St Thomas	40,000·00
1st Mortgage Bonds St Thomas	32,000·00
Redeemed by Company	120,573·00
Carried forward	$1,068,025·00

Brought forward		1,068,025·00
Paid for Right of Way	$16.000·00	
Rhino Willsted	7,000 00	
works for Engine	6,000·00	
		29,000·00
		$1,097,0 5 00
Private Stock		34,000·00
Cost of Road		$1,131,025·00

Of above $220,000 stock, $70,000 has been sold by the City of London realizing 3,500
Length of Road 26 miles.

Statement of City Debt Consolidated in 1872 at		$564,720·00
Stock in L. & P. S. R. Co.,	$220,000·00	
" " G. W. R.	100,000·00	
Debt County of Middlesex	40,000·00	
City Hall, Market, Sewers, Fireman's Hall, &c	204,720·00	
		$564.720·00
Add,—		
Bonus to London, Huron and Bruce Railway Co	$100,000·00	
Estimated cost of Water-works	350,000·00	
		$450,000·00
		$1,014,720·00
Add,—		
Indebtedness to Municipal Loan Fund including simple interest at 5 per cent.	$709,937·00	
		709,937·00
		$1,724,657·00

(Copy.)

STATEMENT of assessed value of ratable property of the City of London from the years 1854 to 1872 inclusive and the rate imposed for each year :—

Date.	Amount. £ s d	Rate.	REMARKS.
		s d	
1854	69,398 0 0	2 10 2-5	
1855	94,982 0 0	2 4¼	
1856	129.139 0 0	2 1¾	
1857	134,140 0 0	2 6	
1858	$199,599 ·00	5 cents on $	
1859	277,028 00	20 "	
1860	244,145 00	13¾ "	
1861	320,526 00	18 "	
1862	310,072 00	19 "	
1863	337,458 00	19 "	
1864	349,566 00	20 "	
1865	332.266 00	20 "	
1866	341,323 00	18 "	
1867	5,031,400 00	12½ mills	Actual Value.
1868	5,028,870 00	12½ "	"
1869	5,245,780 00	12½ "	"
1870	5,124,160 00	15 "	"
1871	5,438,683 00	15 "	"
1872	6,075,733 00	16 "	

ALEX. S. ABBOTT,
City Clerk.

London, January 27th, 1873.

A memorial from the ratepayers of the Township of Hope, to the Ontario Government, in relation to the coming settlement of the Municipal Loan Fund indebtedness of the Province, submitted through the kindness of the Honourable the Provincial Treasurer.

SIRS,– In presenting a statement of the disbursements made by the Municipality of Hope on account of its indebtedness to the Loan Fund, your memorialists are influenced by the attitude of the Government in delaying the introduction of the bill for the settlement of that question, in order to secure additional information from the indebted municipalities, through the medium of deputations and otherwise, and are encouraged thereby to submit for the consideration of the Government some matters of importance in connection with the indebtedness of the Township of Hope to the said Fund. Your memorialists are led to assume, that, upon whatever basis the settlement of the Loan Fund indebtedness of the municipalities is made, it must be necessarily upon the principle of compromise, and if this assumption is well founded, that the township they represent has a just claim upon your favourable consideration; that they have a just right to ask that concessions be made to their Township, that is if concessions are to be made to other municipalities; but are nevertheless quite willing to concur in any principle of settlement the Government decide upon, hoping at the same time that the Government will not ignore considerations in relation to the character of investments, made of the borrowings and their bearing upon the interests of the country and Government.

Your memorialists, therefore, desire to call the attention of the Government, to some important particulars in connection with the position of the township they represent, and the debt that hangs over it; namely, that the township is a frontier township; that it had no interest in the construction of a railway into the interior; that it has had no benefit therefrom, nor does it ever expect any; that the township came to the aid of the railway before the principle of granting aid to railways had become a part of the policy of the Government; that the timely aid of the township whereby it incurred this heavy liability in behalf of the railway, was an important means of securing its construction, at a time when a crisis was impending over its inception; that the municipalities along the line of railway, with the exception of Ops, are non-borrowing, and that they, together with the Government, have derived all the benefit of the outlay on the part of Port Hope and the township of Hope: the Government having reaped a golden harvest from the extension of the railway northwards, in opening up extensive timber preserves, and lands for settlement; that the non-borrowing municipalities just referred to have been participating in the disbursements from the Municipalities Fund in addition to the great advantages derived from the railway as it ran to their doors; that the township has been deprived for their benefit of its quota of public monies constituting said fund, involving great hardship and injustice to the said Township of Hope, in such disbursements of said fund – a question properly to be considered by the Government in dealing with the matter. Moreover that the money obtained from the Loan Fund has been judiciously and advantageously invested by the township, for the benefit of the Government and country; that in view of these facts, and in view of the policy adopted by the present Government, of granting large sums of money to aid in the making of railways, and the circumstance that the Township has some assets to offer the Government in addition to the said advantageous investment it has made for the Government, your memorialists feel assured that the Government would be fully justified in assuming the obligation against the Township of Hope, and of cancelling the same, for the reasons herein set forth, unless it should be found that the necessities of the Government and the interests of the Province would render such a course unadvisable.

On the other hand if a stringent policy is to be pursued by the Government in dealing with the defaulting municipalities, a policy that places them all on the same footing, without reference to the benefits generally resulting from the investments made by them, or the character of those investments, a policy that brings the whole question down to a matter of debt and credit between the Government and the defaulting municipalities, based upon the provisions of the Relief Act, or otherwise, your memorialists feel it to be their bounden duty in such case to press upon the attention of the Government, first, the position the township occupies as a debtor to the fund, in having borrowed upon its own credit, to aid in the construction of the Port Hope and Lindsay Railway, and further as being a municipality of the United Counties of Northumberland and Durham, the said counties having likewise borrowed largely from the same source, and thereby claiming a large annual instalment from the township on account of the said county's indebtedness to the fund, in addition to the special rate claimed by the Government ; and secondly, to call the attention of the Government to the fact, that a specific arrangement was made with the Government of a former day in reference to the peculiar position of the township, with a view to remedy the hardship involved therein, whereby the township was only required to levy the rate of five cents on the dollar on the assessment of 1858, or any larger assessment of the township that followed, and after paying the amount claimed by the counties on behalf of the Fund, to remit the balance to the Government, an express understanding being entered into that the Government was to credit the township with all moneys allotted to it out of the clergy reserve estate ; an arrangement that the township was at all times prepared to fulfil and anxious to carry out; repeated applications being made to the Government to ascertain the amount of balance due the Government after deducting the clergy reserve monies yearly accruing to the credit of the township and that no reply could be obtained from the Government in answer to these applications. The consequence following, the Township being classed among the defaulting municipalities, while the municipal authorities thereof were desirous during the whole period to fulfil their part of the compact made with Mr. Galt, and ratified by the Government of the day, and were unable to do so alone through the fault of the Government.

Further, your memorialists feel justified by the assurance given by the Honourable the Provincial Treasurer, that if evidence were produced to show the facts of such an arrangement being entered into on the part of the Government of that day, that the Government of which he is a member would feel bound to respect the conditions of such arrangement in dealing with the township in the matter in question, and they are led to hope that the Government will be satisfied with the evidence furnished of the existence of such arrangement referred to. Moreover, not knowing upon what principle or basis the Government desire to settle this vexed question, your memorialists desire to have it understood that they are not hereby making any proposition on the part of the township for the settlement of its connection with the Loan Fund, but have referred to the details involved purposely for the information of the Government, and that if a principle of compromise is to be carried out in the coming settlement, and that more favourable terms are to be granted certain municipalities that have squandered their borrowings from the fund, and have nothing to show for them, that the township they represent, which has made a judicious investment thereof, is fully entitled with any others profiting by such compromise or better terms, to all the advantages accruing from any such course, should it be adopted by the Government. All of which is respectfully submitted by the following committee, deputed by the ratepayers of the township of Hope.

(Signed,)
G. B. SALTER,
AARON CHOATE,
E. ALLEN POWERS,
JOHN ROSEVEAL,
J. HARRIS.

Disbursements made by the Township of Hope on account of Loan Fund Indebtedness.

Amount paid through County Treasurer	$24,563 91
This amount was paid in annual instalments since 1859.	
Amount inclusive paid Receiver-General	21,540 39
Transferred from Sinking Fund	1296 36
Assumed amount *ex* Clergy Reserve Fund, say $340 per annum since 1858	4760 00
	$52,161 16

The enclosed statement has been taken from the County Treasurer and Township Treasurer's books, and we believe it to be correct.

(Signed,)
G. B. SALTER
AARON CHOATE,
E. ALLEN POWERS,
JOHN ROSEVEAL,
J. HARRIS.

To His Excellency William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario.

The petition of the Municipality of the Town of Peterborough through the council thereof in council assembled,

HUMBLY SHEWETH—

1. That in addition to the suggestions made to your Excellency by the previous petition of your petitioners in reference to the Municipal Loan Fund indebtedness of the Town of Peterborough, your petitioners beg further to draw the attention of your Excellency to the following facts and circumstances:

2. That the municipality of the Town of Peterborough subscribed for and took stock in the Port Hope, Lindsay and Beaverton Railway, for the purpose of constructing the Peterborough branch of the said railway from the Village of Milbrook to the Town of Peterborough, to the extent of one hundred and twenty thousand dollars, which moneys were paid to the said company, and were employed in the construction of the said branch.

3. That to assist in raising the said moneys your petitioners borrowed from the Municipal Loan Fund to the extent of one hundred thousand dollars, receiving Municipal Loan Fund debentures that were, in their conversion into moneys, disposed of by your petitioners at a very considerable sacrifice.

4. That in order to meet such loss upon the sale thereof, and also the loss on the sale of debentures of your petitioners for twenty thousand dollars, with which to complete the amount of the said stock so subscribed, your petitioners were obliged to issue debentures to the amount in all of fifty thousand dollars, including the said twenty thousand dollars, thus making in all the sum of one hundred and fifty thousand dollars that was incurred by your petitioners in the construction of the said branch railway from the said Village of Millbrook to the said Town of Peterborough.

5. That in the construction of the said branch railway no other or further municipal aid was given, the said moneys so contributed by your petitioners being enough, or nearly so, for the construction of the entire of said branch.

6. That thereafter by agreement between your petitioners and the lessors of the said branch railway, your petitioners received security by way of mortgage on the said branch railway for the sum of eighty thousand dollars or thereabouts of the said moneys, the agreement therefor being affirmed by Act of the Legislature in the year one thousand eight hundred and sixty-one, and the principal and interest have so far been paid under such security.

7. That under such security there remains yet payable the sum of seventy thousand dollars, or thereabouts, the said principal moneys being called for by such security at the rate only of one thousand and two hundred dollars annually, and should the operation of the said branch railway, for any reason, cease the said security would be a scanty security for the said sum of money.

8. That, as stated in your petitioners' previous memorial, the advantages accruing from the construction of the said branch railway are by no means local in character, but are public and general, and the construction of the said branch has served to greatly enhance the value of, and bring into market, a very large area of public lands, as well for the purposes of agriculture as for its timber.

Your petitioners therefore pray—

1. That in view of the purposes to which the said moneys were so applied, your petitioners may be relieved from its said obligation to the Municipal Loan Fund.

And your petitioners will ever pray.

GEO. A. COX,
Mayor.

F. EDWARD,
Town Clerk,
Peterborough, 12th February, 1873. [L.S.]

Memorial of the County Council of Bruce, for an Equitable Distribution of the Municipal Loan Fund, and a favourable consideration of the exceptional position of the County of Bruce in reference to that Fund.

To the Honourable the Members of the Legislative Assembly of Ontario, in council.

The memorial of the warden and members of the Municipal Corporation of the Council of Bruce,

HUMBLY SHEWETH :—

That your memorialists are rejoiced to learn that there is every prospect of a speedy settlement of the Municipal Loan Fund ; and while your memorialists believe that the question is surrounded with difficulties of no ordinary character, they confidently hope that a settlement, based as nearly as possible on principles of equity to the Province at large, and of justice to local or sectional interests and circumstances, may be aimed at by your honourable body.

That your memorialists hope, that while justice may be fully conceded to the older municipalities, your honourable body will carefully consider the position and claims of the new counties, which, as in the case of the County of Bruce especially, have had not only to contribute largely to public improvements in the old settlements, but have had to tax themselves heavily for gravel roads, harbours and railways, in this comparatively new county, in addition to all the other improvements, in the shape of roads, bridges, schools, &c., which have all devolved upon the present generation of pioneers in Bruce.

That the people—"the pioneers of Bruce"—have had to pay high prices for their lands, while of late years the public lands are granted free to settlers. The gross amount, principal and interest, paid and payable, to the Crown Lands Department, by the settlers of Bruce, exceeds $1,500,000.

That the people of Bruce contribute at present to the general revenue a sum of not less than $100,000 per annum.

That the only expenditure that the Government of Canada has ever made in the County of Bruce from the funds of the Province, has been for the construction of landing piers and harbours, and this has not exceeded, including the improvements now going on at Southampton, the sum of $175,000.

That, exclusive of the county buildings and all other public improvements effected since the first settlement of the county, the people of Bruce have expended in the construction of gravel roads and harbour improvements not less than $300,000 ; and for aid to railways in the shape of bonuses, including those of a sectional character, they have granted debentures to the amount of $380,000.

That, in addition to all this, when the County of Bruce, in 1852, was represented in the Council of the United Counties of Huron, Perth and Bruce, by "only one Reeve," a vote was passed in that body granting a bonus of $500,000 out of the Municipal Loan Fund, to the Buffalo and Lake Huron Railway, to the repayment of which principal and interest, the County of Bruce, in spite of the protest of her "one Reeve" was committed, and to which during the continuance of the union with Huron, she contributed her full share in proportion to the general assessment, to December 31st, 1866, when the separation of Bruce from Huron took place, and when Bruce had to assume as her share of the then unpaid balance of said bonus the further sum of $55,000.

The whole of this indebtedness so forced upon Bruce against her wishes, and to which, in all the circumstances, there is no parallel in the history of Canada, being for the benefit of a public improvement of an entirely Provincial character, and which, although of the utmost importance to the people of the Counties of Perth and Huron, through which that railway runs, has only been of indirect and very remote benefit to the people of Bruce, who have had to travel an average distance of at least sixty miles before they could avail themselves of the facilities conferred by said railway.

Your memorialists are of opinion that in the settlement of the Municipal Loan Fund it may be found necessary to write off a considerable proportion of the large sums now standing against many municipalities, still holding them liable to the extent of direct local benefit derived by such localities from those public improvements, on the ground that such municipalities contributed largely to the construction of the Grand Trunk Railway and other public improvements of a Provincial character, and that, therefore, your memorialists are only preferring a reasonable request, when they ask, on behalf of the settlers of Bruce, that your honourable body in council, may be pleased to cancel, as against them, whatever balance yet remains to the debit of the County, of the said $55,000, for which they were so unjustly rendered liable in the first placc.

Your memorialists also trust and hope that in the allotment of whatever distribution your honourable body may make, either in reference to the Municipal Loan Fund or the surplus, the special claims and exceptional circumstances of the County of Bruce may be fully and favourable considered, and that a paternal Government will not fail, on equitable principles, to help those who have done and suffered so much to help themselves, while, at the same time contributing largely to the puclic wealth, and the accumulation of the surplus aforesaid.

And your Memorialists, as in duty bound, will ever pray.

(Signed) R. BAIRD,
Wardenof Bruce.

GEORGE GOULD,
County Clerk,
Walkerton, January 29th, 1873.

To His Excellency William Pearce Howland, Lieutenant-Governor of the Province of Ontario.

TORONTO.

The petition of the Corporation of the County of Bruce

HUMBLY SHEWETH,

That, at the session of the council of the said corporation, held at the Town of Walkerton, in the month of January last past, the following resolution was passed, viz.:—

" That the warden and clerk petition the Lieutenant-Governor in Council to pay over that portion of the Surplus Fund coming to this county to the local municipalities.

In compliance with the forgoing resolution, your petitioners humbly pray that your Excellency will take steps, as to your Excellency may seem expedient, to have the object desired by said resolution to be caried into effect.

And your petitioners will ever pray.

(Signed) ROBERT BAIRD.
Warden.
Bruce.

G. GOULD, *Clerk.*

[Seal.]

(Copy.)

To His Excellency The Honourable William P. Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council.

The Petition of the Municipality of the Township of Adolphustown

HUMBLY SHEWETH:

That your petitioners have never borrowed from the " Municipal Loan Fund," nor have they in any way participated in the internal improvements of other localities.

That we are geographically placed in a very isolated part of the country, where neither railways nor any other public improvements exist.

Your petitioners therefore humbly pray, for the distribution thereof amongst the municipalities entitled, in the same manner as the Clergy Reserve fund.

And your petitioners, as in duty bound, will ever pray.

J. J. WATSON, *Reeve.*
JOHN H. ROBLIN,
PETER D. DAVIS,
JACOB H. PROBLIN,
JOHN SOBY,
} *Councillors.*

To His Excellency, the Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant Governor of Ontario, and the Honourable, the Executive Council of Ontario,

The Petition of the Municipal Council of the Township of Maryboro', in the County of Wellington

RESPECTFULLY SHEWETH:

That the corporation of the Township of Maryboro', in the year 1870, voted a bonus of forty thousand dollars ($40,000) to the Wellington, Grey and Bruce Railway.

That in order to get railway facilities in the Township of Maryboro', we had to vote the above amount.

That many other municipalities in the County of Wellington receive nearly as much, if not altogether equal advantages from the construction of the said railway as the Township of Maryboro', without contributing one cent of a bonus to the scheme.

That in the distribution of the surplus now in the hands of the Government, the Township of Maryboro' is desirous that the Government should appropriate a fair compensation to the said township in lieu of such bonus.

That the aggregate equalized assessed value of the Township of Maryboro', in the County of Wellington, for the year 1870, the year in which the bonus was granted, was the sum of $753,988.

That the Township of Maryboro', being a clergy reserve, it has never received from any fund whatever, and for local improvement of any kind.

That your petitioners would prefer their share of the surplus to be given to the municipality direct, instead of so much to the county; that should your Honourable Government see fit to grant such sum of the surplus to the county for distribution, that your Hononrable Government would reserve the right of approval or disapproval of such distribution.

That your petitioners are of the opinion that the fairest and most equitable mode of distribution would be a per-centage proportionate to the amount of bonus contributed by each municipality.

And your petitioners, as in duty bound, will ever pray.

(Signed) JAMES ROBB,
Reeve.

[Seal]

W. W. MOORE,
Township Clerk.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House a return of the names and residences of all persons appointed as Immigration Agents since December 21st, 1871; the dates of their several appointments, the fees to be paid for their services, the names of the places to which they have been instructed to go, together with a copy of all instructions to said Agents; also all Correspondence with the Dominion Government relating to Immigration, together with all Orders and Minutes in Council in respect to the same.

By command,

T. B. Pardee,

Secretary.

Provincial Secretary's Office,
Toronto, 24th Jan'y, 1873.

On the 10th of November, 1871, a letter was addressed by the Rev. Horrocks Cocks, of London, England, to the then Commissioner of Agriculture and Public Works, the Hon. John Carling, M.P.P., in which the former offered to deliver certain lectures in the United Kingdom in furtherance of an Emigration to the Province of Ontario. A copy of this letter is hereunto annexed and marked A. To this letter no reply was then given, nor was any official reply given by the Hon. John Carling, in consequence of his resignation of office shortly after the receipt of the said letter.

On the 4th of January, 1872, another letter was addressed by the said Horrocks Cocks to the Hon. Mr. McKellar, in which, after congratulating him on his acceptance of office, and making certain suggestions relative to the Free Grant District of Muskoka, again referred to the proposition contained in his letter of the 10th of November, 1871. Copy of this letter is hereunto annexed and marked B.

On the 25th of January an answer was sent to the above letter. Copy annexed and marked C,

On the 11th January Mr. Cocks again wrote to the Commissioner of Agriculture, stating that he had been written to by several gentlemen on both sides of politics, requesting to know if he had yet been appointed to lecture in Great Britain, and also stating that it was after he had three or four interviews with the Hon. Mr. Carling, and at the latter's request, that he wrote the letter of the 10th of November, 1871 (in Appendix marked A.) Copy of this letter annexed and marked D.

On the 14th of February, 1872, the Hon. the Commissioner of Agriculture and Public Works wrote to the Rev. Horrocks Cocks, authorizing him to deliver a series of lectures on the terms proposed in the latter's letter of the 10th November, 1871. Copy letter annexed and marked E. These lectures were delivered, and were productive of good to the cause of Immigration to Ontario.

In the month of September, 1872, the Rev. Horrocks Cocks arrived in Canada, and remained until the end of November, which period he spent in travelling in the Province, in order to form his opinion thereon.

On the 23rd of November last, he was appointed Chief Commissioner of Emigration for this Province for England and Wales, at a salary of of one hundred and fifty dollars per month and travelling expenses; not to exceed $4.00 per diem, and also an allowance of one hundred dollars for each trip across the Atlantic. Copy letter of his appointment and instructions, dated December 2, 1872, annexed hereto and marked F, the appointment to be for one year.

On the 2nd of December Mr. Creasy Whellams, of London, England, was appointed Assistant Commissioner of Emigration, for this Province, to England and Wales, for a period of 6 months, at a salary of $100.00 yer month and travelling expenses not to exceed $4.00 per diem. His instructions were similar to those given to the Rev. Horrocks Cocks. Appendix F.

On the 2nd of December last, Mr. Christopher Shiel of the city of Toronto, was appointed Emigration Commissioner for the South of Ireland, for a period of six months, at a salary of $150.00 per month and travelling expenses, not to exceed $4.00 per diem. His headquarters to be at the office of H. J. Larkin, Esq., Dominion Agent, 13 Eden Quay, Dublin. The letter of appointment and instructions is similar to that annexed, marked F, changing only the name and destination.

On the same day Mr. John McMullan, of the town of Niagara was appointed Emigration Agent for the North of Ireland, for the same period and with the same emoluments and like letter of instructions. His headquarters to be the town of Belfast.

On the 21st of May Alexander Begg, Esquire, of Wick, Scotland, but formerly of Ottawa, was appointed an Emigration Agent for the Province of Ontario in Scotland, for the period of four months, at a salary of one hundred and fifty dollars per month, to cover all expenses in connection with his services. A copy of his letter of appointment is hereunto annexed and marked G.

On the 2nd December Mr. Begg was appointed Commissioner of Emigration for Scotland, at a salary of one hundred and fifty dollars per month, besides necessary travelling expenses, not to exceed four dollars per diem, also an allowance of one hundred dollars for each trip across the Atlantic. The appointment to be for six months. The letter of instructions given to him is the same as given to the Rev. Horrocks Cocks changing only names and places in Appendix marked F.

Early in the spring of last year the Commissioner of Agriculture and Public Works having heard that the Rev. F. Smith, of Bothwell, and the Rev. Edward White, of Hamilton, were proceeding to the old country and were intending to interest themselves in Emigration to Ontario, informed that he would be happy to assist them in all ways that lay in his power. They proceeded, delivered lectures, and either brought or sent out Emigrants. On his return the Rev. Mr. White died at Montreal. To his family and to the Rev. Mr. Smith $200 was paid to them on account of expenditure incurred by them in furtherance of Emigration to Ontario.

On the 30th of May Mr. Olaf Gjerdrum, of Christiana, Norway, was instructed to act as Emigration Agent for this Province in Norway and Sweden, no salary. Copy letter of appointment annexed and marked H.

On the 23rd of May, 1872, Mr. Peter Fleming, of Dundee, was appointed to act as an Emigration Agent for Ontario during the season of navigation, 1872. Remuneration to be £100 stg. and £50 for expenses. Letter of appointment annexed, marked I.

On the 31st of December, 1872, Mr. R. C. S. Ridgeway, of Ottawa, was appointed Emigration Agent to the kingdom of Sweden, no salary or allowance for expenses. If successful in his endeavours to settle Swedes in Ontario the Commissioner to take his claims into consideration. Mr. Ridgeway purposed bringing out farm laborers for distribution.

On the 5th instant Mr. Johan P. Vogerbeyer, of Christiana, Norway, was appointed

Emigration Agent to the Scandinavian Kingdoms; no salary; no expenses. If Mr. Vogerbeyer succeeds in settling a colony of Swedes and Norwegians in the Free Gránt, the Commissioner to take his claim for remuneration into consideration.

On the 21st of June, 1872, Mr. David Currie was appointed local Emigration Agent at London. Copy of appointment herewith marked J. Salary $200 for the period of Emigration, 1872.

On the 18th of December Mr. Peter Byrne, of Prescott, Ontario, was appointed Assistant Commissioner of Emigration for Ontario to Scotland for a period of six months, at a salary of $100 per month, and travelling expenses not to exceed $4 per diem, and an allowance of $100 for each trip across the Atlantic. A similar letter of instruction to the one marked F. was given to him.

On the 10th of November Mr. John Dyke, of Ottawa, was appointed Commissioner of Emigration to the Empire of Germany, for a period of six months, at a salary of one hundred and fifty dollars per month and expenses, not to exceed $4 per diem. A letter of instructions similar to that contained in Appendix F. was given to him with change of name and place.

On or about the same date Mr. D. Wagner, of Sandwich, was appointed Emigration Commissioner to the Provinces of Alsace and Lorraine, for a period of six months, at a salary of $150 per month, similar allowances for expenses and letter of instructions to that contained in Appendix F.

On the day of November Lieut.-Colonel George T. Denison, Junior, of Toronto, was appointed special Commissioner of Emigration for the United Kingdom at a salary of $150 per month and $4 per diem for expenses. A similar letter of instruction to the one contained in Appendix F. was given to him.

On the 28th of March, Mr. G. T. Haigh, who had acted during the previous season (appointed by the Hon. John Carling) as Immigration Agent for this Province at Quebec, left Toronto to resume his duties at that port. Messrs. H. A. McLaurin and J. P. Edwards, who, during the season of navigation, were sent by the Hon. the Commissioner of Agriculture to assist him, were already officers in the Department of Public Works, and their appointment therefore entailed no further expense to the Province, the work theretofore done by them being divided among and performed by the officials remaining in the Department, the work in the summer months being lighter than in the other periods of the year.

Copies of the correspondence with the Dominion Government will be found in appendix K.

[A]

Copy letter from the Rev. Horrocks Cocks to the Hon. John Carling, dated the 10th November, 1871.

QUEEN'S HOTEL, TORONTO.

MY DEAR MR. CARLING,—I venture to make a proposition which has sprung from the suggestions of *several gentlemen of education and influence* in the Province of Ontario. The idea never struck me till it was repeatedly mentioned to me. Canada is but little known in England, and never will be by any written document, however useful and perfect, and it is quite time that the claims of the Dominion, especially Ontario, should be well understood, especially so far as the wants of emigration are concerned. I have at great inconvenience and expense come to Canada in order to ascertain the truth about matters so little understood, and I have, in the space of time I have been here, done my very best. The proposition is, that as I can give an accurate idea of the wants of Canada, that I should visit some 15, 20 or 30 cities in England, such as Bedford, Colchester, Chelmsford, Bury St. Edmunds, Reigate, Winchester, Salisbury, Dorchester, Bristol, Plymouth, and other large centres, and lecture on "What I saw and heard in Canada," No agent employed by the Government, who is a Canadian, can expect to have his statements implicitly believed, and though I should be called from home, I have been received with so much hospitality and courtesy here that I should be willing to tell my tale to English audiences *con amore*. The expenses of hiring rooms, fees, railway and hotel expenses, printing and advertising, are in England somewhat heavy, and I should be willing for $30 to $35 cash, averaging the whole. I would also lecture in London. Any deficiency, and there would be some, I would meet. Of course I know more of England, *ten times told*, than any agent, and I could conscientiously advocate the claim of Canada to the Agricultural population of the United Kingdom. I have spoken to you of the plan, so that I need not say more. Something more ought to be done and I shall be willing to take my share of the hardest work.

Believe me, yours sincerely,

HORROCKS COCKS.

[B.]

120 SALISBURY SQUARE,
LONDON, E. C., JANUARY 4th, 1872.

MY DEAR, SIR :—I had not, I believe, the pleasure of seeing you during my recent visit to Canada, but I beg to congratulate you on your accession to office, and to express a hope that you will do your utmost to aid our emigration movement. I had several interviews with Mr. McKenzie, and shall be happy to co-operate with the Ontario Government to the utmost of my ability. If you could see your way to clearing from 5 to 10 acres in Muskoka, building a shanty and barn, improving the colonization roads, which are very bad, and then, as we do in England, loan money for improving and draining farms on proper security, you will draw numbers who will not now settle in the Free Grant Districts or being in the other more settled portions of the Colony. I should like to hear what your policy will be, and I can then state with some degree of authority, what prospects the emigrants have of a home. I shall be happy to act in any way with or for the Government, in lecturing on "What I saw and heard in Canada." I hope you will inaugurate a new era in Ontario.

Believe me,
Faithfully yours,
HORROCKS COCKS.

[C.]

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, January 25th, 1872.

DEAR SIR :—I have to acknowledge the receipt of your letter of the 4th inst. Since our accession to office the time of my colleagues and myself has been so occupied that we have not yet finally determined on our immigration policy. You may, however, rest assured that it will be a liberal one.

Your suggestions in reference to "Muskoka" shall have our attention, and I shall be happy to receive any more that you may desire to make.

Thanking you for your congratulations,

I am, dear sir,
ARCHIBALD MCKELLAR,
Commissioner.

The Rev. Horrocks Cocks,
Secretary,
National Emigration League,
120 Salisbury Square,
London, E. C.

[D.]

120 SALISBURY SQUARE,
LONDON, E. C., January 11th, 1872.

MY DEAR SIR:—Since I wrote to you last week I have received letters from Canada asking me if I had made arrangements for lecturing in England on "What I saw and heard in Canada." I quite forgot to mention to you that several gentlemen on both sides of politics urged me to do so, and I had three or four interviews with Mr. Carling and sent him a letter by *his request*, stating my views. The States are moving heaven and earth *here*, and Canada is doing *next to nothing*. My time is valuable, but I feel so interested in Canada, and so grateful for the more than hospitable reception I received, that I stated my willingness to give up other important engagements to lecture in twenty or thirty chief centres of influence in England. I am quite aware that you will have some twenty or thirty applicants for Canadian lecturers, *but they do not take in England.* I know the last Ministry had a great number, and were pestered to send men to England. Our league has no money for lectures.

To send men from Canada, which means only a rapid tour of unknown men, is most undesirable. I paid my own expenses to Canada. I had worked hard for eighteen months, and instead of spending my time in Italy and Spain, I spent time and money of my own in Canada. I thought I would explain to you, for if Mr. Edwards should mention my letter, you might think it strange I had not referred to it in my note to you. I had a score of Canadian letters to write and quite forgot it. I hope you will be of great service in your new position ; a liberal emigration policy is sure to make you popular and powerful.

Believe me,
Faithfully yours,
HORROCKS COCKS.

P. S.—My proposition was not an extravagant one. The very opposite.

[E]

Copy letter from the Hon. A. McKellar to the Rev. Horrocks Cocks, dated February 14th, 1872.

IMMIGRATION BRANCH,
DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, February 14th, 1872.

The REV. HORROCKS COCKS,
Secretary National Emigration League,
Salisbury Square,
London, E.C.

DEAR SIR:—I have pleasure in informing you that I can now authorize you to deliver a series of lectures in England, on the terms mentioned in your letter to the Hon. John Carling of the 10th of November last. I am willing to allow you the sum of thirty-five dollars per lecture, you paying all expenses incurred.

In your lectures you will concentrate your efforts to promote as much as possible an emigration from the agricultural districts of England to this Province. You will in due course be notified of the policy of the present Government. In the mean time I rely on your discretion. The subjects you might introduce to an English audience would be the knowledge (derived from your late visit to this country) of the advantages and inducements that Ontario offers to a steady and industrious immigrant, and also any other information you may consider necessary to promote an emigration to this Province. At foot hereof I append a list of towns, some of which it might be well you should visit. You will be good enough to report, from time to time, to this department, the progress that you are making and the names of places at which you have delivered lectures.

I may state here, for your information, that this department has now established an Immigration Agency for the Province of Ontario, at Quebec, for the purpose of looking after the interest of persons proceeding to this Province, and it would be well for you to inform intending emigrants of that fact, and to advise them, as well also as others coming through your league, to apply to the agent on landing at Pt. Levis. A card or letter of introduction would be of service. On this and other points you will be fully instructed. Wishing you success in your endeavors,

I am, dear sir,
Yours truly,
ARCHIBALD MCKELLAR,
Commissioner of Agriculture and Public Works for the Province of Ontario.

Oakham, in Rutland, Ashby de la Zouche or Melton, in Leicestershire, King's Lynn, in Norfolk, Stamford, in Northampton, Grimsby, in Lincoln, St. Ives, in Huntingdon, Leamington or Rugby, in Warwick, Newport or Shrewsbury, in Salop, Newbury or Reading, in Berks, Gloucester, Taunton, Exeter, Truro, Devizes, Lewes, Guildford, Romney, Ashford, Rye, Tenterden, Sevenoaks, Tunbridge and Ross, Newport, in Monmouth.

You will exercise your discretion in visiting such of the above towns as well as those mentioned in your letter.

[F.]

IMMIGRATION BRANCH,
DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, 2nd December 1872.

SIR,—I have the honor to inform you that you have been appointed Commissioner for Emigration for this Province, for England and Wales, for the period of twelve months from this date, at a salary of ($150) one hundred and fifty dollars per month, besides necessary travelling expenses, for which you will receive an additional allowance, not exceeding (4.00) four dollars per day, and besides an allowance of ($100) one hundred dollars for each trip across the Atlantic.

Your duties will be to promote emigration from England and Wales to this Province, of a good class of emigrants, using to that end every proper means in your power, such as the delivery of lectures and addresses; the dissemination through the press of information and advertisements in regard to the resources and capabilities of this Province, and the demand for labour therein; and such other means as may suggest themselves to you; and in carrying out these general instructions you will endeavor, that, of the total number of emigrants sent out, at least 75 per cent. shall be agricultural and ordinary laborers, and not more than 25 per cent. mechanics or skilled laborers. You will also be good enough to exercise care in selection, so as to send only a good class of emigrants, adapted to the wants of the Province, and in case of such only, and of no others, you are hereby empowered to grant certificates of approval in duplicate, printed forms of which will be supplied to you, upon production of which, after three months residence here, the immigrant may obtain the $6 bonus refund.

In regard to advertising and the dissemination of information through the press, you are limited at present to an expenditure of $200, until further allowance. Should you deem it expedient that additional expenditure be made under this head you will please notify the Department, but you will in no case exceed the sum named without the special sanction of the Department obtained beforehand.

An accountable warrant for the above mentioned sum will be placed in your hands, for all expenditure under which accounts with vouchers will have to be forwarded to this Department.

You are also empowered in cases of necessity, to pay to any emigrant whom you may think specially deserving, and who will sign an undertaking, (forms of which will be supplied to you) and who, in your opinion, would be likely to remain in this Province for at least three months, the bonus of $6 in advance, to assist in paying passage money, taking care to see that the same is so applied.

And for this purpose the sum of $1,000 will be placed in your hands, for all expenditure under which, also accounts with receipts will have to be sent to this Department.

You will also be supplied with forms of agreement to be signed by emigrants whose passage money has been paid by persons in this country, binding the emigrant to work for such persons for a specified time at a stipulated rate of wages, and to repay the amount of passage money.

Col. G. T. Denison, Jr, Special Emigration Commissioner from Ontario to the British Isles, has been instructed to consult with you in regard to the best places for the delivery of lectures and addresses, and generally as to how best to carry out his mission, you will please therefore afford him all the information in your power under these heads.

You are further instructed to leave for England at your earliest convenience, and to establish your office at London, and to report your arrival to this Department, and you will also be good enough to report fully at least once a month or oftener, should you think it necessary, the operations of both yourself and your Assistant Agent, who is instructed to report to you.

I have the honor to be, Sir,
Your obedient servant,
(Signed) ARCH'D MCKELLAR,
Commissioner.

The Rev. HORROCKS COCKS,
Emigration Commissioner for England and Wales,
Toronto, Ont.

[G.]

IMMIGRATION BRANCH.
DEPARTMEMT OF PUBLIC WORKS, ONTARIO.
TORONTO, May 21st, 1872.

DEAR SIR,—I am instructed by the Hon. the Commissioner to say, that in compliance with your several applications, you are hereby appointed to act as an agent for the Province of Ontario, in promoting an Emigration from Scotland of persons suitable to our agricultural labor wants. Your term of duty will extend over *four* months, for which you will be paid at the rate of $150 00 per month, covering all expenses in connection with your services. You will please put yourself in communication with D. Shaw, Esq., Dom. Agent at Glasgow, and act as far as possible in connection with him; reporting, however, from time to time to this department. You will in the exercise of your best judgment, use such means as you may be satisfied will the more surely conduce to the success of your mission, whether it be by writing paragraphs to and for newspapers, delivering lectures and holding conversational meetings, destributing tracts on emigration, or by other modes.

I am, Sir,
Your Obt. Servt.,
W. EDWARDS, *Secretary.*

Alex. Begg, Esq., Wick, Scotland.

[H.]

IMMIGRATION BRANCH,
DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, 30th, May, 1872.

SIR,—Having learned that you are about to visit your native country, Norway, and believing that from your residence here during the past several months, and from your recent visit to and examination and report upon a portion of the Free Grant District, you are favorably impressed with the agricultural and other industrial capabilities of this Province, and of its adaptability to furnish good and prosperous homes for such of your countrymen as may be desirous of emigrating to this continent, the Hon. the Commissioner has great pleasure in authorizing you to assure any intending emigrants that every facility will be afforded them in settling upon Free Grant Lands in accordance with the provisions given in our official pamphlet and map-circular, of which copies in the Norwegian language have been handed to you, as recently translated and published in Christiana. Should you desire to publish any letter to your countrymen, descriptive of this Province, not inconsistent with official documents, I have written to Messrs. Wuye & Co., of Christiana, to have the same printed for you on the back of copies of the small map of which Messrs. Wuye inform me they have the lithographic stone. You will please arrange with Messrs. Wuye & Co., to substitute the name "Archibald McKellar" for "John Carling," on any subsequent issues of the pamphlet or map.

The form of certificate I enclose you with other papers will inform you that the Dominion Agent in Norway is authorized to issue passage warrants to the proper class of persons at reduced rates. the amount being $35 00, for a statute adult and for children at proportionate rates. I will advise you by the next mail respecting the refund by the government of this Province, and if it can be made applicable, and how to Norwegian emigrants of the agricultural class, becoming actual settlers in the Province. You will please to communicate from time to time should you require information on any points, or whenever you have any thing to communicate to this department.

I have the honor to be, Sir,
Your Obedient Servant,
W. Edwards, *Secretary*.

Olaf W. Gjerdrum, Esq., Toronto,
(of Christiana, Norway.)

[I.]

Immigration Branch,
Department of Public Works, Ontario,
Toronto, May 23rd, 1872.

Sir,—I am instructed by the Commissioner to say, in reply to your letter to me dated the 2nd instant, that he accepts of the offer of your services in the interest of Emigration to this Province, as indicated in the letter referred to, and at a remuneration of £100 sterling as the maximum amount to be disbursed in printing or other expenses for the season ending November next. If you will apply to Mr. W. Dixon, Emigration Agent, 11 Adam Street, Adelphi, London, England, he will furnish you a supply of the small tract of which a copy is enclosed, and also of the form of Certificate referred to in the tract. I also enclose you a copy of a circular which we sent to parties applying for assistance in bringing out their families from Britain. Of course, Mr. Dixon will give you any information in his power. on asking for it. I have not time to write more fully by this mail, but will endeavor to do so next week. I mail you also a few copies of Reports, &c.

I have the honor to be, Sir,
Your obedient servant,
W. Edwards,
Secretary.

[J.]

Immigration Branch,
Department of Public Works, Ontario.
Toronto, June 21st, 1872.

Sir,—I am instructed by the Hon. the Commissioner, to acknowledge the receipt of your letter of the 20th inst., and, in reply to give you the following instructions:

1st.—I am writing to Ottawa for permission to use a portion of the Barracks for immigration purposes, and may expect an answer by Tuesday next.

2nd.—Any needy immigrant coming to your agency, you will please supply with food for, say 48 hours, or until such less time as employment may be found for them.

3rd.—If utterly destitute, you can provide lodgings for them, until such time as a shed can be obtained for the purpose. The limit of time to keep them either in lodgings or in the shed, except in extreme cases, will be 48 hours.

4th.—If any immigrant requires medical treatment, you will please obtain it at as moderate expense as possible.

5th.—You had better have a few hand bills printed and posted around the market place and farmer's hotels, inviting persons who may require employees to you.

6th.—Where it is necessary to forward immigrants to persons requiring their services, you can do so by issuing passes on the Grand Trunk, G. Western and Port Stanley Railways, not giving any passes on the G. W. further west than Chatham or Strathroy, or on the Grand Trunk further west than Ailsa Craig.

7th.—I furnish you a pass book for use on any of the lines; the companies will furnish their accounts to you at stated times, as will other parties also, when you will certify them, if correct, and forward them to me. I fill up a *sample* pass at the end of the book. There are 102 passes in the book.

8th.—At Hamilton the Agent has a contract with an eating house, to furnish meals to immigrants at 15 cents per meal per adult. You can also adopt this course or any other as economical.

Any other information will be given on application.

Your obedient servant,
W. Edwards,
Secretary.

D. Currie, Esq.,
London.

[K.]

Montreal Telegraph Company,
Toronto, March 7th, 1872.

To Hon. J. H. Pope,
Ottawa.

Let me know briefly in what way you desire co-operation in immigration matters, and what your proposed plans are, in order that the Government may consider what action can be taken here. We wish especially to know whether you propose to aid in paying passage money, to what extent, and in what way.

A. McKellar.

[K.]

Department of Agriculture,
Ottawa, 13th March, 1872.

Sir,—I have the honor, under instructions of the Hon. the Minister of Agriculture, to acknowledge your telegram of the 7th instant, and in reply to state to you that it did not come into the possession of the Department until yesterday, it having been sent to the Minister's room at his hotel during his absence from the city. In reply I am to state that the co-operation of the Government of Ontario with that of the Dominion is desired; first, in procuring employment for immigrants on their arrival; second, in placing them upon land; third, in furnishing printed matter for distribution in the United Kingdom and on the Continent of Europe by the Dominion Agents; and further, it is desired that the Province of Ontario should generally co-operate with the Dominion in assisting immigrants on their arrival in this country.

The Immigration Agents of the Dominion have been instructed to co-operate with all the Provincial Governments; and those Agents in the United Kingdom and on the Continent of Europe have been instructed to distribute the Ontario and other Provincial pamphlets furnished to them, and otherwise to disseminate information respecting Ontario and the other Provinces. The Government of the Dominion has not yet completed any arrangements for assisted passages. But some negociations are pending on that subject. As to the extent of the aid, it must depend upon the action of Parliament; and it is not in the Minister's power to state precisely in what way the Government will give assistance to immigrants, if any be given.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) JOHN LOWE,
Sec'y Department of Agriculture.

Hon. A. McKellar,
Minister of Agriculture and Public Works,
Toronto.

IMMIGRATION BRANCH,
DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, May 10th, 1872.

DEAR SIR.—Applications are constantly being made to this Department by parties whose wives and children have been left in the United Kingdom because of their previous inability to procure means sufficient to bring them out with them to Canada, but who now desire assistance for that object. From the circular and tract herewith enclosed, you will learn the extent of aid the Government intends to afford to such persons this season, I am desirous of knowing if passage warrants will be procurable for such persons at the reduced rates named in your telegram to the Commissioner, £4 5s.; and if so, when they will be ready, and whether a certain number of such warrants will be placed at the disposal of this Department at the rate above given. An early answer will much oblige,

Your obedient servant,
W. EDWARDS,
Secretary.

John Lowe, Esquire,
Secretary, Department of Agriculture,
Ottawa.

DEPARTMENT OF AGRICULTURE,
OTTAWA, 13th May, 1872.

SIR,—I have the honor to acknowledge the receipt of your letter of yesterday's date with two printed enclosures; one a form of circular; the other a tract in which is contained a statement of the amount and manner of assistance which the Province of Ontario will afford to immigrants.

There is an error of detail in the printed circular inasmuch as it indicates that the passenger warrants should be purchased in this country. I may state that it was in the first place the intention to have an issue of the warrants, for use in Canada, but that in consequence of objection being made by the Messrs. Allan, with whom the arrangement is made for their issue, to have them sold in this country, they are all sent to Mr. Dixon, the Dominion Agent in London, for distribution. He is, however, instructed to deliver them to all the Dominion Agents in the United Kingdom and on the Continent of Europe, who will have them in hand for applicants. I have the permission of the Minister to enclose to you herewith a form of the warrants, and I may state further that they are intended to be given only to the class of really assisted immigrants suitable for settlement in Canada.

In the case of such immigrants whom you desire to assist you may cause application to be made to any of the Dominion Agents in the United Kingdom or on the Continent of Europe, and warrants will be issued in their favor at the following rates for adults :

From the United Kingdom	£4 5 0 stg.
" Hamburgh	$26 25
" Antwerp	26 25
" Rotterdam	26 25
" Hahlinger	26 25
" Bremen	27 50
" Gottenburg	35 00
" Christiana	35 00
" Christiansand	35 00

The usual proportionate allowance will be made for children.

In the description of assisted passages in the tract referred to, mention is made of the *form of certificate* which the immigrant is obliged to hold to entitle him to the allowance granted. I should feel obliged if you will furnish me with any of these forms.

I have the honor to be, Sir,
Your obedient servant,
JOHN LOWE,
Secretary of the Department of Agriculture.

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, 15th May, 1872.

Immigration Branch.

SIR,—I beg to acknowledge the receipt of your letter of the 13th instant, with form of passage warrant enclosed, in answer to mine of the 12th, asking for information. Respecting the circular I enclosed to you, no copies have yet been sent out nor will any be issued until the details are corrected. There are some heads of families in the Province, *poor men*, who apply for aid to bring out their wives and children from Britain, and who in many cases will have to borrow money from their employers for the purpose. If recommended by this department, and a bill of exchange is sent to Mr. Dixon to cover the cost of passage at the rates named in your letter, will such warrants be issued in their favor? Please answer by telegram, as remittances may be sent by to-morrow's (Thursday's) English Mail. The form of *Certificate*, of which you ask a copy, was sent to Mr. Dixon in manuscript, to have it printed with the tract in England, at the expense of this Government. The file with draft is mislaid just now, but will send you a copy as soon as it is found.

I have the honor to be, Sir,
Your obedient servant,
W. EDWARDS,
Secretary.

John Lowe, Esq.,
Sec. to Min. of Agriculture,
Ottawa.

MONTREAL TELEGRAPH COMPANY,
OTTAWA, 16th May, 1872.

W. EDWARDS,
Dept. Agriculture.

Dixon will issue warrants in the circumstances you name.

John Lowe,
Secy. Dept.A.

DEPARTMENT OF PUBLIC WORKS, ONTARIO.
TORONTO. June 14th, 1872.

Immigration Branch.

SIR,—I am instructed by the Commissioner to write to you respecting the very low age at which children are reckoned as adults on the memorandum at the back of the copy of warrant you enclosed to me on the 13th of May, namely, 8 years and upwards, and to ask if it is possible that any mistake has been made in this respect, as it does seem to him that none should be rated as adults who are under 12 or 13 years of age. I notice that by the Imperial Act 15 and 16 Vic. c. 44, s. 3, the term "Statute adult," shall signify a person of the age of 14 years or upwards, or two passengers under the age of 14 and above the age of one year. Has this Act been since cancelled or does it not apply to the Allan Steamship Line as it carries the Royal Mail? If this Company rates adults at a lower age than other lines, it is not fair for the poor emigrants.

Your obedient servant,
W. EDWARDS,
Secretary.

John Lowe, Esq.,
Secretary Department Agriculture, Ottawa.

DEPARTMENT OF AGRICULTURE,
OTTAWA, June 17th, 1872.

SIR,—I have the honor to state in reply to your letter of the 14th inst., that there is no error in the information printed on the back of the passenger warrants as respects the ages of adults and children. For all the purposes of the Imperial Passengers Act (as defined therein) the age of an adult is 14 years and over; but there is no law imposing on steamship companies any limit of age at which they shall charge full or half or any reduced price for fare: and I believe as a matter of fact there is a combination among several steamship companies to carry emigrants across the Atlantic to fix the age of 8 years as the limit of of allowance for half fare. I enclose to you one of the hand bills of the Dominion Line, in which you will notice that the same rates of fare for the same ages are advertised. I may add that the Department was fully aware of the importance of having the limit of age fixed by the Imperial statute, to distinguish between adults and children inserted on the passenger warrant arrangement, and did endeavour, but unsuccessfully, to obtain it.

I have the honor to be, Sir,
Your obdt. servt.,
JOHN LOWE,
Sec. Dep. Ag.

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO July 10th, 1872.

HON. SIR,—The Commissioner instructs me to say that the Hon. Mr. McKenzie. Prov. Treasurer, informs him that in a recent interview, you had consented to the Dominion Agents in Europe issuing passage warrants at the reduced rates to emigrants desiring to come to Canada by the Dominion Line of Steamers. Will you have the goodness to inform the Commissioner if the warrant will be so issued by your agents on the same conditions as by the Allan Line.

Again—as to emigrants living in London, or its vicinity; it costs them in passage for themselves and baggage to Liverpool, to sail by either the "Allan" or the "Dominion Line," about as much additional as the difference between the reduced rates (£4. 5. 0. sterling), and the ordinary rates (£6. 6. 0.); while if the reduced passenger warrant could be issued for the "Temperley Line of Steamers," which sail direct from London to Quebec, this expense would be saved, and the emigrants could avail themselves of the reduced rates of passage, which it is no benefit to them to do under present circumstances. Will you please give the subject your consideration.

I have the honor to be, Sir,
Your obedient servant,
W. EDWARDS,
Secretary.

The Hon. J. H. Pope,
Minister of Agriculture,
Ottawa.

DEPARTMENT OF AGRICULTURE,
OTTAWA, 11th July, 1872.

SIR,—I have the honor, in the temporary absence of the Minister from the seat of Government, to acknowledge the receipt of your letter of the 10th instant, addressed to him, and to state in answer to the questions contained therein :

1.—That an arrangement has just been finally concluded with the Dominion Line, under which warrants will be issued, as soon as prepared, similar to those issued on the Messrs. Allans, affording the same measure of aid to immigrants.

It is further proposed to issue some of these direct from this Department for use in this country, to enable immigrants to bring their friends out, and these when prepared may be obtained on application.

2.—There has been no action of any kind taken to aid intending emigrants to reach the port of Liverpool from any part of the United Kingdom.

3.—The question of issuing warrants on the Temperley Line, has been, and is still engaging the attention of the Department.

I have the honor to be, Sir,
Your obedient servant,
JOHN LOWE,
Secretary of Department of Agriculture.

Wm. Edwards,
Secretary Department Agriculture,
Toronto.

IMMIGRATION BRANCH,
DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, July 16th, 1872.

SIR,—I have the honor to acknowledge the receipt of your letter of the 11th inst., in reply to mine addressed to the Hon. the Minister, of the 10th inst., and beg to thank you for the information contained. I may state, however, that in my letter I did not ask if anything could be done "to aid intending emigrants to reach the port of Liverpool from any part of the United Kingdom. I represented to you that the parties living in or near London could not avail themselves of your reduced passage warrant rates, as it costs for fares by railway from London to Liverpool more than the difference, or about the difference between £6. 6. 0. ordinary rate by the Temperley Line, sailing direct from London, and the £4. 5. 0. rate from Liverpool to Quebec.

I am, Sir,
Your obedient servant,
WM. EDWARDS, Sec'y.

JOHN LOWE, Esq.,
Sec. of Dep't of Agriculture, Ottawa.

DEPARTMENT AGRICULTURE AND PUBLIC WORKS,
TORONTO, April 27th, 1872.

MY DEAR SIR,—I have just received from the Hon. Mr. Blake, in confidence, a file of papers respecting a proposed emigration of German Menonites from Russia to Canada, with a request that I enclose the same to you, with such information as we are able to furnish respecting our Free Grant land, and the facilities this Government would be willing to afford these people in locating together. Mr. Blake also writes that you propose "to pay the expenses of two or three persons to come out and explore." Should such a pioneer party come out, this Government will be pleased to have the opportunity of rendering them every facility in obtaining a knowledge of the capabilities of this Province, by conferring with them personally, and by accompanying them through the Free Grants or other districts. Should any number of them desire to select this Province as their future home, there will be no difficulty in setting apart for them one or more Free Grant Townships. The Government will be disposed to deal with them in the most liberal spirit and manner possible. I regret not having an official German translation of our emigration pamphlet. I send you however, three copies each of the first four numbers of the "German in Canada," the January and February numbers of which contain a synopsis of the pamphlet by the editor, and also on our Free Grant lands advertisement on the cover of each. We are preparing a new and enlarged copy of our "Map Circular" which with the Free Grant and Homestead Act I will have translated into the German language at as early a date as possible, and enclose copies to you.

I beg herewith to return the file of papers sent up by Mr. Blake,

I am, dear Sir,
Yours very truly,
ARCH'D MCKELLAR, Commissioner.

The Hon. JOHN H. POPE,
Minister of Agriculture, Ottawa.

DEPARTMENT OF AGRICULTURE
OTTAWA, 1st June, 1872.

SIR,—I have the honor, in compliance with an instruction of the Hon. the Minister of Agriculture, to inform you that the statements contained in your letter of April 29th have been forwarded by the Hon. the Secretary of State for Canada to the Right Hon. the Secretary of State for the Colonies for communication to the German Menonites in Russia, together with the accompanying printed matter.

I have the honor to be, Sir,
Your obedient servant,
JOHN LOWE,
Secretary of Department of Agriculture.

Hon. A. McKellar,
Minister of Agriculture and Public Works,
Toronto.

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
IMMIGRATION BRANCH.
TORONTO, June 21st, 1872.

HON. SIR,—The Commissioner has appointed D. Currie, Esq., London, Ontario, as his agent in that city, to take charge of and provide for any immigrants who may arrive within the limits of his agency.

He finds a difficulty, however, in procuring shed accommodation, but reports that a portion of the Infantry or Horse Barracks would be well adapted for the purpose. I am instructed by the Commissioner, therefore, to apply to the Ottawa Government for a portion of the buildings referred to, and would feel obliged if you could procure them for us for the purpose named.

I have the honor to be, Sir
Your obedient servant,
W. EDWARDS,
Secretary.

Hon. J. H. Pope,
Minister of Agriculture,
Ottawa.

DEPARTMENT OF AGRICULTURE,
OTTAWA, 29th, August, 1872.

SIR,—I have the honor, under instruction of the Hon. the Minister of Agriculture, to acknowledge the receipt of your letter of June 21st, and in reply to state that an application based on the request contained therein has been made to the Hon. the Minister of Militia and Defence. I am to explain that the Minister has been absent from the seat of Government as the reason for the delay which has occured in answering your letter.

I have the honor to be, Sir,
Your obedient servant,
JOHN LOWE.
Sec. Dept. Ag.

W. Edwards, Esq.,
Secy. Dept. of Ag. and Public Works, Toronto.

DEPARTMENT OF MILITIA AND DEFENCE,
OTTAWA, October 16th, 1872.

SIR,—Adverting to your letter of the 21st June last, addressed to the Honorable the Minister of Agriculture and by him transferred to this department, I have the honor to inform you that, after due enquiry, it is found inexpedient to grant the permission solicited by you to occupy a portion of the London barracks as shed accommodation for immigrants.

I have the honor to be, Sir,
Your most obedient servant,
GEORGE FUTVOYE,
Dpy. of Minister of M. and D.

W. Edwards, Esq.,
Secretary Dept. of Ag. and Public Works,
Toronto.

Copy of an Order in Council, approved by His Excellency the Lieutenant Governor, the tenth day of April, A. D., 1872.

The Committee of Council have had under consideration the annexed memorandum of the Commissioner of Agriculture and Public Works, respecting the proposed payments in aid to emigration societies in the United Kingdom and in Ontario, and advise that the same be acted upon.

Certified.
(Signed), J. G. SCOTT,
Clerk Executive Council.

EXECUTIVE COUNCIL CHAMBER,
April 11th, 1872.

IMMIGRATION BRANCH.
DEPARTMENT OF AGRICULTURE AND PUBLIC WORKS, ONTARIO.
TORONTO, April 3rd, 1872.

The undersigned has the honor to submit for the consideration of His Excellency the Lieutenant-Governor, in Council, the following memorandum respecting the proposed payments in aid to emigration societies in the United Kingdom and in Ontario.

The Government of Ontario will pay to regularly organized emigration societies in the United Kingdom or in Ontario, or to individuals the sum of six dollars for every statute adult sent to this Province, at the end of three months' continuous residence in the Province, and on the following conditions:

1st. The society or individual sending out the emigrant, in respect to whom the payment is to be asked, shall forward the emigrant to London or to a shipping port, to an agent approved by the Goverment of Ontario, or where there is no such officer, to the emigration agent for Canada, with a certificate to the effect following:

"This is to certify that the undermentioned emigrants are being sent by *(name the " society or individual)*, from *(name the place)*, to the Province of Ontario as settlers there; " that they are of good character and calculated to be an acquisition to the Province."

His Excellency the Lieutenant Governor in Council,
Province of Ontario.

NAME.	NATIONALITY.	OCCUPATION.

Souls .... *equal to* .... *Adults.*

Destination .... *Prov. of Ontario.*

Passage paid to

(Signed,)

Secretary (as the case may be).

2nd. The Agent in Europe shall take care in endorsing the Certificates presented to him that at least seventy per cent. of the adult males are of the agricultural or farm labourer class, and the rest mechanics, and male and female servants.

3rd. If the Agent is satisfied that the emigrant is one in respect of whom the Society or individual sending him should receive the Government allowance, he shall endorse the Certificate in the form following:

"The person (or persons) mentioned in the within Certificate have been seen and " approved by me as settlers in respect of whom *(name the society or individual)* should " receive the Government allowance on performance of conditions."

(Signed,) .... *Agent.*

4th. The Agents shall report by each mail to the Commissioner of Public Works and Immigration at Toronto the particulars in a schedule form of all Certificates issued by him.

5th. The emigrant shall, on landing at Quebec, present the endorsed Certificate to the Emigration Agent for Ontario, at his office on the wharf at Point Levi, who will endorse it as follows:—

"The persons mentioned in the within Certificate presented the same to me at Quebec, on the..............................day of *(month)* A.D. 187... and left Quebec on *(day of month)* by *(name conveyance)*.

(Signed,)..*Agent.*

6th. The emigrant shall present the endorsed Certificate to the Local Agent of the Government at the Agency in Ontario nearest to the place of destination, who shall endorse and retain it, and also send an acknowledgment thereof to the society or individual who gave the Certificate.

7th. The Local Agent (within Ontario) shall facilitate the transport of the emigrant from his agency to the point within Ontario where he intends to settle, and, when necessary, shall provide free passage from the agency to such point.

8th. At any time after three months from the date of the endorsement of Certificate at Quebec, the Government of Ontario will, on proof being furnished that the emigrant has during the interval been, and still is, a settler in the Province, pay to the society or individual issuing the Certificate, the sum of six dollars ($6.00) per statute adult.

(Signed,) ARCH. MCKELLAR,
Commissioner of Public Works and Immigration, Ontario.

Copy of an order in Council, approved by His Excellency the Lieutenant Governor, the eleventh day of December, A. D., 1872.

The Committee of Council have had under consideration the annexed memorandum of the Hon. the Commissioner of Agriculture and Public Works, respecting:

The appointment of Emigration Agents for Ontario, and the further encouragement of emigration, by the establishment of a fund to be called "The Emigrants' Passage Money Fund" and otherwise.

The Committee advise that the recommendations contained in the said memorandum be carried out.

Certified.

(Signed), J. G. SCOTT,
Clerk Executive Council,
Ontario.

13th December, 1872.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, 16th November, 1872.

To His Excellency William Pearce Howland, K. C. B., Lieutenant Governor in Council.

The undersigned has the honor to recommend that the following measures be adopted by your Excellency, in regard to the promotion of immigration into Ontario, during the season of next year:

That 10 Emigration Agents for the Province be appointed as follows:

1 Special Commissioner who shall co-operate with the other Agents.
2 Agents for England and Wales.
2 for Scotland.
2 for Ireland.
1 for Alsace and Lorraine, and
2 for Germany,

and that one of the Agents in England and Wales, and in Scotland respectively be appointed Commissioner for each of those places, the Assistant Agents respectively to be subordinate to such Commissioners.

The gentlemen whom I would recommend to fill these positions are :—

For General Commissioner, Col. G. T. Denison, jr.

For England and Wales:
  Commissioner : The Rev. Horrocks Cocks.
  Assistant Agents : Mr. Creasey, John Whellams.

For Scotland :
  Commissioner : Mr. Alexander Begg.
  Assistant Agent : Mr. Peter Byrne.

For Ireland :
  Agent for the South : Mr. Christopher J. Sheil.
  Agent for the North : Mr. John McMillan.

For Alsace and Lorraine :
  Agent : Mr. Dominic Wagner.

For Germany :
  Agents : Mr. John Dyke and Mr. John G. Herrman.

That the employment of Mr. Cocks be for a year, and the employment of the others for six months.

That the salaries of the Special Commissioner and of the Chief Agents in England and Wales, and in Scotland, and of the Agents in Ireland, Alsace and Lorraine, and Germany be $150 per month, and of the Assistant Agents in England and Wales, and Scotland, $100 per month, in all cases exclusive of the travelling expenses (if any), not exceeding $4 per day and an allowance of $100, for each trip across the Atlantic, and also exclusive of such other expenses as this Department may sanction.

The duties of all the said persons will be to promote emigration to this Province of a good class of emigrants, using to that end every proper means in their power, such as the delivery of lectures and addresses ; the dissemination, through the press, of information and advertisments in regard to the resources and capabilities of this Province and the demand for labor therein ; and such other means as may suggest themselves ; and in carrying out these general instructions it should be their endeavour that, of the total number of emigrants sent out, at least 75 per cent should be agricultural and ordinary laborers, and the remainder mechanics or skilled laborers. The Agents should also exercise care in selection so as to send only a good class of emigrants, adapted to the wants of the Province. And in the case of good emigrants and no others, the Agents should be instructed to grant a certificate in duplicate (printed forms of which would be supplied), one of which should be given by the emigrant on landing at Quebec, to the Ontario Agent there, and by him sent to this Department, and the other retained by the immigrant until he applies, after 3 months residence, for the bonus refund of $6, which I would recommend should be paid to those and only to those who produce such certificate ; the immigrant to make if required, affidavit that he is the person to whom the certificate was granted, and that he has resided for 3 months in the Province. Societies and others assisting emigrants out to stand on the same footing as at present in regard to payment of the bonus refund.

The discretionary power in regard to paying for advertising and the dissemination of information through the press to be with the Commissioners only, as respects England and Wales, and Scotland, and with the Agents respectively, as respects Ireland, Alsace and Lorraine, and Germany, and limited to an expenditure of $200 for each of the 5 Agencies, until further allowance, and for this purpose, accountable warrants should be issued accordingly.

I have also the honor to recommend that, in order to meet the wants of capitalists and others in this country, desirous of employing and in need of labor, a fund be established to be called "The Emigrants' Passage Money Fund," and that any one in Ontario desirous of obtaining labor from the old world, may pay to the Provincial Treasurer to the credit of the Fund, the sum of $21 for each laborer or servant required, and that thereupon instructions be given by this Department to one of the Emigration Agents above mentioned, to pay the passage money of, and to send out, some suitable emigrant, obtaining from the emigrant an agreement in duplicate (printed forms of which would be supplied) binding him or her to enter into and remain in the employment of the person making the payment for passage money, for a certain stipulated time upon certain specified terms, and to repay him the $21 advanced ; and that, if necessary, an Act be introduced into the Ontario Legislature during its next Session to make such agreements legally binding in, and capable of being enforced in the Division Courts of this Province; the Government assuming no responsibility except for the receipt of the money and its application by the Agent. When the immigrant shall have remained for three months in the Province, the person who has so paid his or her passage money to be entitled to the $6 bonus refund, the same to go in reduction of the emigrant's indebtedness to him. For carrying this recommendation into effect a small sum would have to be lodged in the hands of the Commissioners in England and Wales, and Scotland, and the Agents in Ireland, Alsace and Lorraine, and Germany. In order to make the public here aware of this provision, information in regard to it should be disseminated widely by advertisment and by circular to be sent to the Reeves of the various townships, or to other officials throughout the Province, requesting them to circulate the information as widely as possible. Printed forms of application for the bringing out of emigrants should be prepared for signature by the person applying, to be filed in the Department, on paying the $21 into the fund.

The Special Commissioner and the Commissioners in England and Wales, and in Scotland, and the Agents in Ireland, Alsace and Lorraine, and Germany should be required to report their operations fully and promptly at certain specified times to this Department; the assistant Agents in England and Wales, and in Scotland to report in like manner to their respective Commissioners.

I beg further to reccommend that the Commissioners in England and Wales, and Scotland and the Agents in Ireland should have a discretionary power in cases of necessity, to pay to any emigrant whom they may think especially deserving, and who would undertake, and would in their opinion be likely to remain in the Province for at least 3 months, the bonus of $6 in advance, to assist in paying passage money, and that for this purpose a sum not exceeding $1000 be placed in the hands of each of the Agents above mentioned.

All of which is respectfully submitted,

(Signed.) J. G. Scott,
Clerk Executive Council,
Ontario.

COPIES OF ORDERS IN COUNCIL

Appropriating Railway Fund, subsequent to 2nd March, 1872.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 27th January, 1873.

SCHEDULE OF ORDERS IN COUNCIL, APPROPRIATING RAILWAY FUND SUBSEQUENT TO 2ND MARCH, 1872.

		1872.
Order in Council,	granting aid to Toronto, Grey and Bruce and Wellington, Grey and Bruce Railway Companies, approved.	March 25th.
" "	granting aid to Midland Railway Company, approved.	" 25th.
" "	granting aid to Northern Extension Railway Company, approved.	" 26th.
" "	granting aid to Wellington, Grey and Bruce Railway Company (the former order in Council having lapsed), approved.	June 14th.
" "	extension of time allowed Toronto, Grey and Bruce Railway Company for proof of contract to 1st January, 1873, approved.	Nov. 30th.

TORONTO GREY & BRUCE RAILWAY—WELLINGTON GREY & BRUCE RAILWAY.

Copy of an Order in Council, approved by His Excellency, the Lieutenant-Governor, the 25th day of March, A.D. 1872.

The Committee of Council have had under consideration the application of the "Toronto Grey and Bruce Railway Company," hereinafter called the Toronto Company, and the "Wellington Grey and Bruce Railway Company," hereinafter called the Wellington Company, for aid out of the Railway Fund; and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorised to be made out of the Railway Fund to the Toronto Company, of a sum equal to two thousand two hundred and fifty dollars per mile of that portion of their Railway between Harriston and Wingham. The Committee further advise that the said grant of aid be upon the following conditions, that is to say: One—On condition that the Toronto Company shall, before the first day of June next, agree, by an instrument embodying all proper details, and approved by the Lieutenant-Governor in Council, that in case the Wellington Company do comply with the conditions imposed on that company by this Order in Council, then the Toronto Company will do what may be necessary (including the works preparatory for the laying of a third rail) in order to give the Wellington Company running powers over that portion of the Toronto Company's Railway between Harriston and Wingham, on terms to be settled between the Companies by the award of the majority of three arbitrators, one to be chosen by each Company, and the third by the two so chosen; or, in case of disagreement by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of Public aid granted under Order in Council, in respect of that portion of the Toronto Company's Railway.

Two—On condition that the Toronto Company shall, before the first day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, on that portion of their railway extending from Harriston, *via* Wingham, to Teeswater.

The Committee of the Council further advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the Wellington Company, of a sum equal to two thousand two hundred and fifty dollars per mile of that portion of their railway between Wingham and Kincardine. The Committee further advise that the said grant of aid be upon the following conditions, that is to say:

One—On condition that the Wellington Company shall, before the first day of June next, agree by an instrument embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what may be necessary (including the works preparatory for the laying of a third rail) in order to give the "London, Huron and Bruce Railway Company" running powers over that portion of the Wellington Company's line between Wingham and Kincardine, on terms to be settled in like manner as hereinbefore detailed in the first clause of the conditions imposed upon the Toronto Company.

Two—On condition that the Wellington Company shall, before the first day of June next, agree in like manner that in case the Toronto Company do comply with the conditions imposed on that Company by this Order in Council, then the Wellington Company will do what may be necessary, (including the works preparatory for the laying of a third rail) in order to give the Toronto Company running powers over that portion of the Wellington Company's line between Wingham and Kincardine, on terms to be settled in like manner as hereinbefore detailed in the first clause of the conditions imposed on the Toronto Company.

Three—On condition that the Wellington Company shall, before the first day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, on that portion of their railway extending from Wingham, *via* Lucknow to Kincardine.

The Committee further advise that payment be authorized in respect of any portion of the Toronto Company's Railway between Harriston and Wingham not less than twenty miles in length, and in respect of any portion of the Wellington Company's Railway between Wingham and Kincardine not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion, and on proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works between the said points respectively.

Certified,

J. G. Scott,
C. E. C.,
Ontario.

26th March, 1872.

MIDLAND RAILWAY.

Copy of an Order in Council, approved by His Excellency, the Lieutenant-Governor, the 25th day of March, 1872.

The Committee of Council have had under consideration the application of the "Midland Railway Company" for aid out of the Railway Fund, and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the said Company, on the fulfilment of the conditions of the Act, of a sum equal to two thousand six hundred and fifty dollars per mile, of that portion of the said Railway between the Village of Orillia and Munday's Bay.

The Committee further advise that the grant of aid, under this Order in Council, be upon the following conditions, that is to say:

One—On condition, that in case the Northern Extension Railway Company do, before the first day of June next, agree by an instrument embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what may be necessary to give the Midland Railway Company running powers over that portion of the Railway of the Northern Extension Railway's Company, lying between "The Narrows," near Atherly, and the point of intersection of the tramway at Lake St. John, on terms to be settled between the Companies by the award of the majority of three arbitrators, one to chosen by each Company, and the third by the two so chosen; or, in case of disagreement by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of Public aid granted under Order in Council, in respect of that portion of the Northern Extension Company's Railway; then, the Midland Railway Company shall, before the first day of July next, agree in like manner to do what may be necessary to give the Northern Extension Railway's Company running powers over that portion of the Midland Railway lying between Orillia Village and Munday's Bay, on terms to be settled in like manner.

Two—On condition that the Midland Railway Company shall, before the first day of July next, agree in like manner to do what may be necessary to give the "Grand Junction Railway Company" running powers over that portion of the Midland Railway lying between the point of Junction at Omemee or Lindsay, or any intermediate point, and Munday's Bay, on terms to be settled in like manner.

The Committee further advise that payment be authorised in respect of any portion of the said Railway not less than twenty miles in length, on the fulfilment of the condition of the said Act as to such portion, and on proof to the satisfaction of the Lieutenant Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works on the remainder of the line between Orillia and Munday's Bay.

Certified,

J. G. Scott,
C. E. C.,
Ontario.

26th March, 1872.

NORTHERN EXTENSION RAILWAY.

Copy of an Order in Council, Approved by His Excellency, the Lieutenant-Governor, the 26th day of March, 1872.

The Committee of Council have had under consideration the application of the "Northern Extension Railway's Company," for aid under the "Act in aid of Railways," and they advise that, (subject to the ratification of this Order in Council by resolution of the Legislative Assembly) payment be authorized to be made out of the

Railway Fund to the said Company, on the fulfilment of the conditions of the said Act, of a sum equal to four thousand dollars per mile, of that portion of the said Railway between Washago and Gravenhurst.

The Committee further advise, that the grant of aid under this Order in Council be subject to the condition that the "Northern Extension Railway's Company" shall, before the first day of June next, agree by an instrument in writing, embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what may be necessary to give the Midland Railway Company running powers over that portion of the Railway of the Northern Extension Railway's Company lying between "The Narrows" near Atherly, and the point of intersection of the tramway at Lake St. John, on terms to be settled between the Companies by the award of the majority of three arbitrators, one to be chosen by each Company, and the third by the two so chosen, or in case of disagreement, by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of Public Aid granted under Order in Council in respect to that portion of the Northern Extension Company's Railway.

Two—On condition that proof be furnished to the satisfaction of the Lieutenant-Governor in Council before the first day of December next, of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying on the Railway between Washago and Gravenhurst.

Certified,
J. G. Scott,
C. E. C.,
Ontario.

26th March, 1872.

Copy of an Order in Council, Approved by His Excellency, the Lieutenant-Governor the 14th day of June, 1872.

The Committee of Council have had under consideration the annexed memorandum of the President of the Council, and they advise that the same be acted on, (the former Order in Council having lapsed as to the "Wellington Company,") and that subject to the ratification of this Order in Council by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the Wellington Grey and Bruce Railway Company, of a sum equal to two thousand dollars ($2,000) per mile of that portion of their Railway between Wingham and Kincardine.

The Committee further advise that the said grant of aid be upon the following conditions, that is to say: On condition that the "Wellington, Grey and Bruce Railway Company" shall, before the first day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, on that portion of their Railway extending from Wingham, *via* Lucknow, to Kincardine.

The Committee further advise that payment be authorized in respect of any portion of the Railway between Wingham and Kincardine, not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion and on proof, to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works on the remainder of the said line, between Wingham and Kincardine.

Certified,

J. G. Scott.
C. E. C.,
Ontario

14th June, 1872.

The undersigned has to call the attention of the Council to the Minute granting aid to the Toronto, Grey and Bruce Railway Company and the Wellington, Grey and Bruce Railway Company, in respect of their Southern Extensions. The Toronto Company has complied with the provision requiring it to execute an agreement to give conditionally, running powers to the Wellington Company. The Wellington Company has not complied with the provision requiring it to execute agreements to give, conditionally, running powers to the London, Huron and Bruce Railway Company, and to the Toronto Company, and in consequence of this non-compliance, the grant of aid to the Wellington Company at the rate of $2,250 per mile between Wingham and Kincardine has lapsed. The undersigned regrets to observe that the refusal of the Wellington Company to give, at a price to be settled by arbitration, the running powers which have been stipulated for and conceded in all other like cases, has, to some extent, thwarted the desire of the Government to secure to the people the benefits of competition and of access to several markets by the shortest and most economical routes available; but the question remains whether the people who are thus partially deprived of these benefits should be further burdened with the whole expense of building the Wellington line between Wingham and Kincardine, as they will be according to the present scheme of construction, by which the cost is to be defrayed without any stock subscriptions and entirely by Municipal bonuses and by the proceeds of bonds repayable, principal and interest, out of the tolls charged to the public on the line.

The mileage rate allowed on the former grant was $2,250; the excess beyond $2,000 being given with regard to the special conditions imposed—except for which conditions no more than $2,000 per mile would have been granted.

The undersigned suggests that, under all the circumstances, the Government would be justified in re-granting $2,000 per mile for the distance between Wingham and Kincardine, on condition that the Company shall, before the 1st of December next, furnish satisfactory proof of the existence of a contract for the construction of that portion of the line to be aided.

(Signed,)

EDWARD BLAKE.

10th June, 1872.

Copy of an Order in Council, Approved by His Excellency, the Lieutenant-Governor, the 30th day of November, 1872.

Upon a Report of the Hon., the Attorney General, dated the 30th November, 1872, the Committee of Council advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) the time allowed the "Toronto, Grey and Bruce Railway Company," by the Order in Council, of 25th March last, for furnishing proof to the satisfaction of the Lieutenant-Governor in Council, of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, on that portion of the "Toronto, Grey and Bruce Railway," extending from Harriston, *via* Wingham, to Teeswater, be extended to the first day of January next.

Certified,

J. G. SCOTT,
C. E. C.,
Ontario.

December 3rd, 1872.

COPIES OF CORRESPONDENCE

And Orders in Council respecting the Midland Railway Company subsequent to 1st February, 1872.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 27th January, 1873.

MIDLAND RAILWAY COMPANY.

SCHEDULE of Correspondence and Orders in Council subsequent to 1st February, 1872.

February	23rd,	1872.	—Letter from Adolphus Hugel, Vice-President Midland Railway, to the President of the Council.
March	7th,	"	Letter from Provincial Secretary to Mr. D. Boulton, President Midland Railway.
"	"	"	Letter from Provincial Secretary to Mr Thomas Kelso, President Grand Junction Railway.
"	6th,	"	Letter from President of Grand Junction Railway to the President of the Council.
"	8th,	"	Letter from the President of the Council to President Grand Junction Railway.
"	"	"	Letter from President of Midland Railway to Provincial Secretary.
"	9th,	"	Letter from Provincial Secretary to President of Midland Railway.
"	"	"	Letter from President of Midland Railway to Provincial Secretary.
"	7th,	"	Letter from George A. Stewart Chief Engineer Midland Railway to President of Midland Railway.
			Estimates (from Orillia to Midland Bay.)
			Memorial from N. Kirchhoffer, Mayor, Port Hope, to His Excellency the Lieutenant-Governor.
"	25th,	"	Letter from Provincial Secretary to President Midland Railway Company.
"	"	"	Order in Council.
"	26th,	"	Do. do.
"	28th,	"	Letter from President Midland Railway Company to Provincial Secretary.
April	2nd,	"	Letter from Acting-Assistant Secretary Eckart to President Midland Railway Company.
"	3rd,	"	Letter from President Midland Railway Company to Provincial Secretary.
"	19th,	"	Letter from Provincial Secretary to President Midland Railway Company.

"	22nd,	"	Letter from Provincial Secretary to President Midland Railway Company.
April	22nd,	1872.—	Letter from President Midland Railway Company to Provincial Secretary.
			Agreement in blank between Midland Railway Company and Grand Junction Railway Company.
"	24th,	"	Letter from Joseph Grey, Secretary Midland Railway Company, to Provincial Secretary.
"	26th,	"	Letter from Provincial Secretary to President of Midland Company.
"	27th,	"	Letter from President Midland Railway Company to Provincial Secretary.
May	2nd,	"	Order in Council approving agreement for running powers.
June	13th,	"	Letter from Acting-Assistant-Secretary Eckart to President Midland Railway Company.
			Letter from President Midland Railway Company to Provincial Secretary.
April	26th,	"	Agreement between Midland Company and Junction Railway.

(Copy.)

TORONTO, 23rd February, 1872.

TO THE HONOURABLE EDWARD BLAKE,
President of the Council.

SIR,—I have the honour to state, in behalf of the Midland Railway of Canada, that it is not the intention of the company to apply for aid from the Railway Fund towards the construction of the branch they are now building from their main line to St. John Lake.

I have the honour to be, Sir,
Your obedient servant,
ADOLPH HUGEL,
Vice-President, Midland Railway.

(Copy.)

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th March, 1872.

SIR,—I have the honour to call your attention to the enclosed copy of a letter addressed to-day to the "Grand Junction Railway Company" from this Department.

D. Boulton, Esquire,
President Midland Railway Co., Port Hope.

I have the honour to be, Sir,
Your obedient servant,
PETER GOW,
Secretary.

(Copy.)

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th March, 1872.

SIR,—I have to inform you that the Government is waiting the communication which, at the meeting of gentlemen interested in the Grand Junction and the Midland Railway Companies with the President of the Council, was agreed should be made.

I have to call your attention to the fact that Omemee would seem to be the true point of junction with the "Midland Railway" and to ask the consideration of your company to the plan of constructing an independent line only to that point. In view of the former attitude of the Midland Company and of all the circumstances the Government thought it right to pass the Orders in Council in their present form; but the arrangement indicated and the tone evinced at the meeting referred to are such as to lead to the hope that the companies might agree upon a junction at Omemee with running powers to the Grand Junction from that point to Beaverton, and the Government in accordance with its general policy of avoiding the construction of two independent competing lines is desirous of accomplishing this result.

A copy of this letter is forwarded to the "Midland Company."

I have the honour to be, Sir,
Your obedient servant,
PETER GOW,
Secretary.

Thos Kelso, Esq.,
President, Grand Junction Railway, Belleville.

BELLEVILLE, 6th March, 1872.

SIR,—I have the honour to transmit herewith the proceedings of a meeting of the Directors of the "Grand Junction Railway Company" resident in the Town of Belleville, viz:

Minutes of an informal meeting of the Directors of the Grand Junction Railway Company, called by the President and held this 5th day of March, 1872.

PRESENT.

Thos. Kelso Esq,, President.	James Brown, Esq., M. P.
Henry Corby Esq., M. P. P.	M. Bowell, Esq., M. P.
Dr. Boulter, M. P. P.	W. M. Ponton, Esq.,
D. D. Bogart, Esq.,	Thos. Holden, Esq.,
J. J. B. Flint, Esq., (Mayor of Belleville).	

Messrs. Corby, Graham, and Boulter reported to the Board that in a conference held by them as representing the Grand Junction Railroad with the President and Vice-President of the Midland Railway, held in Toronto on Friday last, the latter company expressed their willingness to grant to the Grand Junction Railroad all powers over and on that portion of their line of railway between Lindsay and Mundy's Bay inclusive, known and recognized in England as running powers and all other facilities necessarily incident thereto, subject to such tolls and payments and regulations as may be determined upon by Arbitration, and subject to the ultimate decision of Government: such running power to be contingent on the Government granting aid to said company from the Bonus Fund of the Government from Orillia to Mundy's Bay.

The board having considered the above statement approve of the proposition and unanimously recommend the president to communicate their approval to the Honourable the President of the Council, and respectfully request him to transmit to him as soon as convenient a copy of the proposition made by the Midland Railway Board to the Government that a full meeting of the Directors of the Grand Junction Railway may be called with a view of giving their sanction thereto in proper form.

I have the honour to be, Sir,
Your obedienl servant,
THOS. KELSO.
President G. J. R. R.

Hon. E. Blake,
President, Executive Council, Ontario.

(Copy.)

OFFICE OF THE PRESIDENT OF THE COUNCIL, ONTARIO,
TORONTO, 8th March, 1872.

SIR,—I have the honour to acknowledge your letter of the 6th inst. in reference to the Grand Junction Railway. It is desirable that these communications should be addressed to the Provincial Secretary, who is the official organ of communication between the Government and the public. I have, however, transferred this letter to the Secretary.

You will have received ere this a letter from the Secretary, making a further suggestion, and you will have learned from that letter that the Government has as yet received no communication from the Midland Railway Company.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) EDWARD BLAKE.

Thomas Kelso, Esq., President, Grand Junction Railway,
Belleville, Ontario.

(Copy.)

MIDLAND RAILWAY OF CANADA, HEAD OFFICE,
PORT HOPE, 8th March, 1872.

To the Honourable PETER GOW,
Provincial Secretary,
Toronto.

SIR,—Acknowledging the receipt of your favour of the 7th inst., I beg to say that the subject referred to will be laid before the meeting of the Board of Directors of the Midland Railway, to-morrow, specially convened for that purpose, and the result communicated to you.

I have the honour to be,
Sir,
Your obedient servant,
D. E. BOULTON,
President.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 9th March, 1872.

SIR,—I have the honour to call your attention to the fact that under the recent Orders in Council, granting aid, provision is made for the execution of an agreement for running powers, in which the Midland Railway Company is interested.

I have to ask that that company will, at its earliest convenience, forward a draft of the agreement alluded to for the consideration of the government.

I have the honour to be,
Sir,
Your obedient servant,
PETER GOW,
Secretary.

D'Arcy Boulton, Esq., President, Midland Railway Company,
Port Hope.

(Copy.)

PORT HOPE, March 9th, 1872.

SIR,—The Directors of the "Midland Railway Company" having considered the roposal to grant running powers to the Grand Junction Railway Company from Omemee or Lindsay, to Georgian Bay, have resolved to grant such powers, provided they receive government aid to the amount of four thousand dollars per mile for that portion of their line between Orillia and Mundy's Bay, and provided further that the Grand Junction Railway will make Omemee the point of junction, and also grant similar privileges to this company from such junction to Belleville.

The directors would respectfully point out that in granting running powers to the Grand Junction Railway from Omemee, they are giving to that company the benefit of thirty-two miles of road built without any aid from Government, and they submit that on this ground they are entitled to receive aid to the full extent allowed by law on their extension from Orillia to Mundy's Bay, which is also a distance of about thirty-two miles.

The directors would beg further most respectfully to urge that should the Government think it just to require that this company should grant running powers to the Toronto, Simcoe and Muskoka Railway, that company should in like manner be required to grant similar powers to the Midland Railway from Orillia, or the Narrows to Washago and Bracebridge, thereby saving this company the necessity of building a competing line to St. John Lake, and at the same time securing additional facilities to the public. The directors also submit that this arrangement would be in accordance with the general principles laid down by the Government.

The board beg further to state that when placing their bonds on the English market originally they pledged themselves to extend the line to Georgian Bay, and they are apprehensive that unless the promises of aid made by the late Government, of which promises their friends in England are aware, are now confirmed by an Order in Council passed at an early day, the value of their securities already in common with others, depreciated, owing to the recent turn of public affairs may be still farther diminished, and their resources thereby seriously impaired.

I beg to enclose, as requested, the report of the engineer, explanatory of the location of the line.

I have the honour to remain,
Your obedient servant,
(Signed) D. E. Boulton,
President, M. R. of Canada.

To the Hon. Peter Gow,
Provincial Secretary, Toronto.

(Copy)

D. E. Boulton, Esquire,
President, Midland Railway of Canada.

Sir,—I have the honour to submit the following report and estimate of the cost of constructing the Northern Section of your road from Orillia to Midland Bay (formerly Mundy's Bay) Lake Huron.

In a former report on the same subject, dated April 25th, 1871, I divided the whole route into two sections. The 1st extending from Beaverton to Atherly and St. John Lake, the 2nd from Atherly northward to Mundy's Bay. It has been found, however, since our final surveys have been completed that a more convenient division would be to make section No. 1 from Beaverton to Orillia, and section No. 2 to extend from Orillia to Midland Bay and thereby dividing the quantity of work more equally between the two sections.

Our more extended surveys, made in the summer of 1871, on the section north of Orillia, showed that the nature of the country would require much heavier work than was anticipated—the country particularly in the neighbourhood of Orillia presenting very formidable ridges, involving not only very heavy work and expense in construction, but also heavy grades which it was very desirable to avoid.

It was expected, moreover, that a tolerably straight line could be had from Coldwater northward, instead of, as was afterwards found necessary, keeping close to the margin of the bays. This final location was adopted after a very careful examination of the country and several trial lines had been run through the interior, shewing that owing to the rough character of the country the line could be made very little if any shorter than the coast line, but also presenting much heavier grades. The interior line would also touch the waters of the Georgian Bay only at the heads of the several sub-bays at which places vessels navigating these waters could not touch or approach the railway.

It was also found that the mills, owned by extensive lumbering firms, were constructed on the points between the several bays, and it was necessary to reach them by rail. If therefore an interior line had been adopted it would have been necessary to construct branches in to these mills, in some cases of nearly 2 miles in length.

Taking everything into consideration it was not difficult to arrive at the conclusion that the most judicious course was to adopt the coast line, thereby getting lighter work, easier grades and greater facilities for the trade of the country, without adding to the length of the line. These arguments, I think, are unanswerable, and I submit them with confidence to your judgment.

I am Sir, Your obedient servant,
(Signed) Geo. A. Stewart,
Port Hope, March 7th 1872. *Chief Engineer, M. R. C.*

(Copy)

ESTIMATE OF COST OF CONSTRUCTING SECTION NO. 2 MIDLAND RAILWAY OF CANADA.

From Orillia to Midland Bay, 33 *Miles.*

Quantities.	Designation.	Rate.	Amount. $	cts.
330 Acres	Right of way	$25	8250	00
220 "	Chopping and clearing	$25	5500	00
95 "	Grubbing	$60	5700	00
22000 rods	Fencing	$1	22,000	00
600,000 c y'ds	Excavation	·25	150,000	00
52000	Ties	·20	10,400	00
3000 Tons	Iron	$60	180.000	00
	Spikes, plates, &c		18.500	00
700 lin. feet	Bridging	$10	7.000	00
2000 feet	Cribwork	$5	10.000	00
87000 y'ds	Ballasting	·27	23,490	00
3600 y'ds	Foundation of culverts and cattle guards	·25	750	00
20,000 lin. feet	Timber in culverts and cattle guards	·15	3000	00
33 miles	Track laying	$300	9900	00
200	Farm gates	$6	1200	00
50	Sign boards	$10	500	00
	Station buildings		15,000	00
Sidings Tanks,	Freight houses, turntables, &c		10.000	00
	Engineering, &c		10,000	00
	Total			
	or. $14.885 per mile		$491.190	00

(Signed) Geo. A. Stewart,
Chief Engineer, M. R. C'y.

(Copy)

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario, in Council.

The Memorial of the Corporation of the Town of Port Hope

Most Respectfully Sheweth :—

That the Midland Railway of Canada has been mainly constructed by moneys raised upon the credit of the town, for the re-payment of which it is liable to the Government.

That the sole object of such expenditure was the advancement and prosperity of the place.

That your memorialists understand that the company are now seeking running powers over the Grand Junction Railroad from the proposed point of intersection, eastward.

That such powers would, in the opinion of your memorialists, militate most injuriously against the interests of the town by diverting a large portion of the traffic, thus defeating the object of the outlay and rendering the municipality less able to liquidate the claims of the Government.

Your memorialists conceive that the granting of these powers, under such circumstances, would be neither just nor expedient, and venture to hope your Excellency in Council may be pleased to view the matter in this light and refuse to grant so inequitable an authority to the Midland Road.

On behalf of the Corporation,
(S'd) H. V. SANDERS, (S'd) N. KIRCHOFFER,
(Seal) *Clerk.* *Mayor.*

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 26th March, 1872.

SIR,—I have the honour to transmit herewith a copy of an Order in Council, approved by His Excellency the Lieutenant-Governor on the 25th instant, granting aid from the Railway Fund to the Midland Railway Company, also a copy of an Order in Council approved the 26th instant, granting aid to the Northern Extension Railways Company, the receipt of which you will be good enough to acknowledge.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.

D'Arcy Boulton, Esq., President,
Midland Railway Company, Port Hope.

MIDLAND RAILWAY.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the Twenty-fifth day of March, 1872.

The Committee of Council have had under consideration the application of the Midland Railway Company for aid out of the Railway Fund, and they advise that subject to the ratification of this Order in Council by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the said company, on the fulfilment of the conditions of the Act, of a sum equal to two thousand six hundred and fifty dollars per mile, of that portion of the said railway between the Village of Orillia and Mundy's Bay.

The Committee further advise that the grant of aid under this Order in Council be upon the following conditions, that is to say:—

One—On condition that in case the "Northern Extension Railways Company" do, before the first day of June next, agree by an instrument, embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what may be necessary to give the Midland Railway Company running powers over that portion of the railway of the Northern Extension Railways Company, lying between the Narrows, near Atherly, and the point of intersection of the tramway at Lake St. John, on terms to be settled between the companies by the award of the majority of three arbitrators, one to be chosen by each company, and the third by the two so chosen, or in case of disagreement, by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of public aid, granted under Order in Council in respect of that portion of the Northern Extension Company's railway, then the Midland Railway shall, before the first day of July next, agree in like manner to do what may be necessary to give the Northern Extension Railway Company running powers over that portion of the Midland Railway lying between Orillia Village and Mundy's Bay, on terms to be settled in like manner.

Two—On condition that the Midland Railway Company shall, before the first day of July next, agree in like manner to do what may be necessary to give the Grand Junction Railway Company running powers over that portion of the Midland Railway lying between the point of junction at Omemee or Lindsay, or any intermediate point and Mundy's Bay, on terms to be settled in like manner.

The Committee further advise that payment be authorized in respect of any portion of the said railway not less than twenty miles in length, on the fulfilment of the conditions of the said Act as to such portion, and on proof to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works on the remainder of the line between Orillia and Mundy's Bay.

Certified,

(Signed) J. G. Scott,
C. E. C.

Executive Council Chamber, 26th March, 1872.

NORTHERN EXTENSION RAILWAYS.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the Twenty-sixth day of March, 1872.

The Committee have had under consideration the application of the "Northern Extension Railways Company," for aid under the "Act in aid of Railways," and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly, payment be authorized to be made out of the Railway Fund to the said company, on the fulfilment of the conditions of the said Act, of a sum equal to four thousand dollars per mile of that portion of the said railway between Washago and Gravenhurst.

One—The Committee further advise that the grant of aid under this Order in Council be subject to the conditions that the "Northern Extension Railways Company" shall, before the first day of June next, agree by an instrument in writing, embodying all proper tails, and approved by the Lieutenant-Governor in Council, to do what may be necessary, to give the "Midland Railway Company" running powers over that portion of the railway of the Northern Extension Railways Company lying between the Narrows, near Atherly, and the point of intersection of the tramway at Lake St. John, on terms to be settled between the companies by the award of the majority of three arbitrators, one to be chosen by each company; and the third by the two so chosen, or in case of disagreement, by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of public aid granted, under Order in Council in respect to that portion of the "Northern Extension Company's Railways."

Two—On condition that proof be furnished to the satisfaction of the Lieutenant-Governor in Council, before the first day of December next, of a *bona fide* and sufficient contract for the completion of the works, exclusive of track-laying, on the railway between Washago and Gravenhurst.

Certified,

(Signed) J. G. Scott,
C. E. C.

Executive Council Chamber, 26th March, 1872.

MIDLAND RAILWAY OF CANADA,
HEAD OFFICE, PORT HOPE,
28th March, 1872.

SIR,—I have the honour of acknowledging yours of the 26th instant, enclosing the copies of Minutes of Council granting aid from "Railway fund."

I have the honour to be,
Sir,
Your obedient servant,
(Signed) D. E. BOULTON,
President,
Midland Railway Company.

To the Honourable Peter Gow,
Provincial Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 2nd April, 1872.

SIR,—I have the honour to call your attention to the fact that no reply has as yet been received to the communication addressed to you from this Department, under date 9th ultimo, in which it was pointed out that under the recent Orders in Council granting aid, provision was made for the execution of an agreement for running powers in which the Midland Railway Company was interested, and you were accordingly requested to forward at your earliest convenience, for the consideration of the Government, a draft of the agreement alluded to. I have again to request that the information asked for may be furnished immediately, as delay may be extremely prejudicial to the interests of the Midland Railway Company.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting-Assistant-Secretary.

D'Arcy Boulton, President,
Midland Railway Company, Port Hope.

(Copy.)

MIDLAND RAILWAY OF CANADA
HEAD OFFICE, 3rd April, 1872.

SIR,—I have the honour to acknowlege the receipt of your letter of the 2nd, and in reply beg to say that the draft agreement asked for will be forwarded to you at as early a day as possible.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) D. E. BOULTON.
President.

Honourable Peter Gow,
Provincial Secretary.

(Copy.)

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 19th April, 1872.

SIR,—The "Northern Extension Railways Company' have express to the Gover ment their willingness to grant to the Midland Railway running powers from Atherley to Orillia, over their Narrows bridge, upon such terms as may be agreed on, and from an interview with Mr. Cumberland the Government has reason to believe that very reasonable terms based upon the charge for interest and a proportion of the cost of construction of the Midland Company's proposed bridge might be made.

Acting in accordance with the general policy which the Government has adopted, I am to direct the attention of the Midland Company, to this proposal and to say that if the "Midland Company" thinks it to their advantage the Government will be prepared in every way possible to facilitate the negotiations so as to avert the expenditure upon two bridges and the greater obstruction to the navigation which would be caused by the construction of the two bridges.

I have the honour to be,
Sir,
Your obedient servant.
(Signed) P. Gow.
Secretary.

D'Arcy Boulton, Esq.
Midland Railway Company, Port Hope.

(Copy)

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 22nd April, 1872.

SIR,—I beg to enclose form of draft agreement which will be approved of by His Excellency in Council so soon as the same is executed by your Company. In order that your Company, may obtain the benefit of the appropriation made by the Order in Council in respect of your Company,it is necessary that this instrument should be executed by your Company, before the 1st day of June next pursuant to the terms of the said order.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW.
Secretary.

D'Arcy Boulton, Esq.
Midland Railway Company, Port Hope.

HEAD OFFICE,
PORT HOPE, April 22nd, 1872.

SIR,—I have the honour to enclose, as requested by you, a draft agreement granting running powers to the Grand Junction Railway over part of the extension of the Midland Railway.

I have the honour to be, Sir,
Your obedient servant,
D. E. BOULTON,
President, Midland Railway.

Hon. Peter Gow,
Provincial Secretary.

(Copy.)

This agreement made this———day of———A. D. 1872, By and Between the Midland Railway of Canada (hereinafter called the Midland Company of the First Part and the Grand Junction Railway Company (hereinafter called the Junction Company, of the Second Part.

Whereas the Midland Company have applied to the Government of the Province of Ontario for aid towards the construction of their railway between Beaverton and Orillia, and whereas the said Government has, with the sanction of the Legislative Assembly of the said Province, granted aid to the said Midland Company on condition that the said Midland Company shall grant running powers to the Junction Company from such point at, or north of Beaverton, as a junction may be made to Orillia aforesaid, and whereas the said Midland Company have agreed to such condition:

Now therefore this agreement witnesseth that the Midland Company do for themselves, their successors, and assigns, covenant, promise, and agree, with the Junction Company, that the Junction Company, their successors and assigns, may run over and use, with their engines and carriages for the purpose of their traffic, the railway of the Midland Company from the point at or north of the Village of Beaverton, where the said two lines may join, to the village of Orillia, with such conveniences as may be necessary for the due exercise of such running powers upon payment of rent, toll, or other remuneration, and upon such other terms and conditions as may be agreed upon by the two companies or, failing agreement, as may be settled by arbitration in the manner provided in the Act known in England as the Railway Clauses Consolidation Act, 1845; except that the third arbitrator, in case that the two appointed cannot agree upon the third, shall be appointed by the Lieutenant-Governor of Ontario in Council.

And it is hereby further provided that any award or agreement so made, shall be valid for (five) years, after which a new agreement or award as the case may be, shall be made and so on from time to time for each (five) years.

(Copy.)

MIDLAND RAILWAY OF CANADA,
PORT HOPE, 24th April, 1872.

To the Hon. PETER GOW,
Provincial Secretary, Ontario.

SIR,—In the absence of the President I have the honour to acknowledge the receipt of yours of the 22nd instant, enclosing form of draft agreement for approval of His Excellency in Council, also of same date yours respecting the "Midland Railway's running powers from Atherley to Orillia" over the Narrows Bridge of the Northern Extension Railway Company.

The within mentioned communications will meet due attention on the return of the President.

I have the honour to remain,
Your most obedient servant,
JOSEPH GRAY,
Secretary, Midland Railway Company.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 25th April, 1872.

SIR,—I am in receipt of your letter of 22nd instant, with enclosures of draft agreement for granting running powers from your company to the Grand Junction Company. Upon reference to my letter you will find enclosed in it a form which has been settled with the Attorney-General for the same purpose, and is applicable to other railways. It is desirable that it should be adopted and executed by your company.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Provincial Secretary.

D. E. Boulton, Esq., President Midland
Railway, Port Hope.

(Copy.)

MIDLAND RAILWAY OF CANADA,
HEAD OFFICE, PORT HOPE, 27th April, 1872.

SIR,—I have the honour to return, duly executed, the agreement respecting running powers between this Company and the "Grand Junction Railway Company," forwarded by you on the 22nd instant. Although the Company have executed this agreement, yet they wish respectfully to point out that they do not consider the stipulations contained in the third and eleventh clauses called for by the Order in Council, in pursuance of which this agreement is made, but this objection has not been raised at the present time in order to prevent delay.

I would further call your attention to the fact that some words have been omitted in the sixth clause at the place marked thus >

I have the honour to be,
Your obedient servant,
(Signed) D. E. BOULTON.
President.

Provincial Secretary.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the second day of May, A.D. 1872.

The Committee of Council have had under consideration an agreement, dated the twenty sixth day of April, 1872, executed by the Midland Railway Company, whereby the said Company agrees to do what might be necessary, in order to give the Grand Junction Railway Company running powers over that portion of the railway of the Midland Company lying between the point of junction at or north of the Village of Beaverton and the Village of Orillia.

The Committee advise that the said agreement be approved of by Your Excellency.

Certified, J. G. SCOTT,
Clerk, Executive Council, Ontario.

27th January, 1873.

(Copy)

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 13th June, 1872.

SIR,—I beg to enclose form of draft agreement which will be approved of by His Excellency in Council so soon as the same is executed by the "Midland Railway Company."

In order that that company may obtain the benefit of the appropriation made by Order in Council relating to it, it is necessary that this instrument be duly executed before the 1st. day of July next, pursuant to the terms of the said Order.

I have the honour to be, Sir,
Your obedient servant,
I. R. ECKART,
Acting Asst. Secretary.

D. E. Boulton, Esq.,
President, Midland Railway Co., Port Hope.

PORT HOPE,
December 10th, 1872.

SIR,—I have the honour of informing you that the Midland Railway of Canada have completed that section of their railway between Beaverton and Orillia, thus entitling the company to apply for an inspection, and, thereupon, the payment of two thousand dollars awarded to them over that portion of their railway. I solicit, therefore, the inspection of the line at as early a day as possible, and the payment of the Government subsidy thereupon.

I have the honour to be, Sir,
Your obedient servant,
(Signed) D. E. BOULTON,
President, Midland Railway of Canada.

The Honourable T. B. Pardee,
Provincial Secretary, Toronto.

An Agreement made the 26th day of April in the year of our Lord one thousand eight hundred and seventy-two

Between "The Midland Railway Company" hereinafter called "The Midland Company," and "The Grand Junction Railway Company,' hereinafter called "The Junction Company."

Whereas the companies parties hereto are authorized under the Acts relating thereto respectively to construct their respective lines of railway to, or near the village of Orillia, in the County of Simcoe, and in their said course approximate at, or to the north of the Village of Beaverton, in the Township of Thorah, in the County of Ontario:

And whereas by an Order of His Excellency the Lieutenant Governor in Council, dated the twenty-eighth day of February in the year of our Lord one thousand eight hundred and seventy-two, made under the "Act in Aid of Railways," and confirmed pursuant to the Act amending the same by resolution of the Legislative Assembly of Ontario it was provided that the payment to be made the said Midland Company out of the Railway Fund should be subject to the condition (amongst others) that the said Midland Company should, before the first of May next, agree by an Indenture embodying all proper details, and approved by the Lieutenant Governor in Council, to do what might be necessary in order to give the Junction Company running powers over that portion of the railway of the Midland Company lying between the point of junction at, or north of the Village of Beaverton, and the Village of Orillia, on terms to be settled by arbitrators as in the said Order mentioned:

Wherefore in pursuance of the said Order in Council, and for giving effect to the terms of the said recited condition, it is hereby mutually agreed by and between the said Midland Company of the one part, and the said Junction Company of the other part, as follows that is to say:

1. On the completion by the Midland Company of the said portion of their railway the Junction Company and their officers and servants from time to time may run over, work and use the same with their engines, carriages, and waggons of every description, and for the purpose of traffic of all kinds, and may use the stations, watering places, works and conveniences connected therewith, upon such terms, stipulations, and conditions, and upon the payment of such tolls as may be agreed upon between the Midland Company and the Junction Company.

2. Failing such agreement the terms, stipulations, conditions and payments, for such running over, working, and using of the said portion of railway shall be such terms, stipulations, conditions and payments, as shall be determined by arbitration in the manner hereinafter provided.

3. The Midland Company engages so to construct the said portion of their railway that in the event of the gauge of the railways of the said companies being different the Junction Company may, by laying down a third rail, make the said portion readily available for the exercise of the running powers mentioned in the preceding clause, and in case of any difference between the said two companies in respect of matters in this clause mentioned, the same shall be determined by arbitrators in the manner hereinafter provided.

4. In the event of the Midland Company failing to complete the said portion of the railway within the time contemplated by the said recited Order in Council, or becoming disentitled to the aid authorized thereunder, the Junction Company shall be at liberty to apply to His Excellency, the Lieutenant-Governor in Council, for aid in respect of the said portion of the said line of railway.

5. If the Midland Company and the Junction Company shall be unable to agree upon any of the foregoing matters in which it is provided that arbitration shall be resorted to in case of disagreement, then, unless both parties shall concur in the appointment of a single arbitrator, each party on the request of the other party shall nominate and appoint one disinterested person as arbitrator on their respective behalves and those two shall choose a third who shall likewise be a disinterested person, and the award of the said three arbitrators, or of any two of them, shall be binding upon both parties to the said submission.

6. In proceeding to arbitration either of the companies may give to the other party notice in writing naming the arbitrator of the party desiring such arbitration and requiring the other party to name an arbitrator on behalf of the party so served as aforesaid, and setting out the matters upon which arbitration is required and thereupon within thirty days after the service of such notice upon the party so required to name an arbitrator as aforesaid, such party shall name their arbitrator and shall give notice thereof in writing to the party requiring the said arbitration, and the said two arbitrators shall within ten days after the service of the said last mentioned notice meet and choose a third arbitrator, and in case of disagreement the said third arbitrator shall be appointed by the Lieutenant Governor in Council, and the said three arbitrators, or in case any one of them refuses or fail to act, any two of them shall in writing appoint a time and place of meeting to heart and determine the said matters so in dispute and respecting which the parties cannot agree as aforesaid, of which meeting both parties to the said reference, and in case the appointment is made by two of the arbitrators, the arbitrator who may not have joined in making such appointment shall have at least ten days notice in writing, and thereupon, at the time and place so named and fixed, the said three arbitrators, or any two of them, shall proceed to hear the said parties and shall determine the matter or matters so submitted as aforesaid, and such award so made by the said three arbitrators, or any two of them, shall be binding on both parties.

7. The said notices and proceedings up to the meeting of the said arbitrators shall be a submission between the said parties, and as such may be made a rule of any of Her Majesty's Superior Courts for Ontario at Toronto.

8. Any such award so made save only as to the point of junction of the said two railways, if that be a matter so referred shall extend in the first instance for the period of three years from the date thereof, and in subsequent instances to periods of five years respectively, but for such time as any powers mentioned in the said award may have been exercised before the making of such award in consequence of the time required to bring about the arbitration, the said first award shall be taken as fixing the tolls to be paid for the exercise of the said powers up to the date of the said award.

9. At the expiration of the said first period of three years, if the said companies cannot agree upon the terms, stipulations, conditions, and payments, upon which the running powers hereinbefore mentioned shall be exercised, then the said parties shall proceed to fix such terms, stipulations, conditions, and payments by arbitration in the manner above provided, and so on from time to time for the period of five years only at any one time so long as the said powers are required, and until such new award shall be made, the award preceding it shall be the rule and guide between the parties.

10. In making any award upon the matters referred, the arbitrators shall have regard to the amount of aid granted to the Midland Railway Company in respect of the said portion of railway under the said recited Order in Council.

11. The companies parties hereto will respectively promote and consent to such applications to the Legislature of the Province of Ontario or the Dominion of Canada as may be necessary to make valid, or to give effect to this agreement and in the event of either company omitting or refusing so to do, such company shall cease to be entitled to any benefit of the said recited Order in Council, in the respect of the said portion of railway.

In witness whereof the said companies parties hereto have affixed hereunto their corporate seals and

(Seal) (Signed) D. E. BOULTON,
President of the Midland Railway.

Signed, sealed, and delivered,
in presence of JOHN R. CARTWRIGHT.

SUPPLEMENTARY RETURN

Of Correspondence and Papers relating to the "Midland Railway," subsequent to correspondence included in Return presented 27th January, 1873.

By command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 11th March, 1873.

SCHEDULE OF SUPPLEMENTARY PAPERS AND LETTERS RELATING TO "MIDLAND RAILWAY."

(Copy.)

1872, December 30th.—Letter from D. E. Boulton, Esq., President Midland Railway Company, to Attorney-General.
1873, March 10th.—Letter from John R. Cartwright, Solicitor of Midland Railway Company, to Attorney-General.

PORT HOPE, December 30th, 1872.

SIR,—On behalf of the Midland Railway of Canada, I beg to submit the following in support of the application for aid to the extension from Orillia to Midland Bay, free from any conditions as to granting running powers to other lines.

The policy of granting aid to railways out of the Provincial chest was first adopted by the administration of Mr. Sandfield Macdonald. When Mr. Blake's government came into power they necessarily felt bound to carry out and fulfil any expectations to which the acts or words of their predecessors had given rise. It was the policy of Mr. Macdonald's Government to give the aid without any conditions being annexed thereto. But, in this most important point, Mr. Blake's Government took a different course. Finding that, in some instances, two or more lines had charters allowing them to traverse the same portion of the country, it was decided that, in such cases, aid should be given to one line only. But the line receiving aid was required to give running powers, over the portion so aided, to the other lines. At first sight such a condition seems reasonable enough. Those, however, who were practically acquainted with railways, from the first, pronounced it objectionable, and predicted that, if carried out, it would be found unworkable. The truth of this opinion was soon fulfilled, and, in the case of the Wellington, Grey and Bruce Railroad, the policy was departed from.

The experience of other countries, as well as of our own, has proved that it is impossible to give running powers to other and rival lines. In such a case, there will be two or more distinct sets of officials on the line, each having independent control for the purposes of their own traffic. It is obvious, that such an arrangement must, of necessity, lead to disputes, ill feeling and litigation, especially where there is only a single line of rails. The giving of running powers must be carefully distinguished from those traffic arrangements which are made between different lines, as contemplated by the General Railway Act., section 131. By these arrangements the inevitable evils of running powers are avoided, while, at the same time, all possible benefits arising therefrom are secured to the public.

With these remarks on the general question, I pass on to the special case of the Midland Railway. It is submitted that this railway is especially entitled to favourable consideration, for the following reasons:—

The Honourable John Sandfield Macdonald gave the directors a distinct and unqualified promise that aid should be given, though, for various reasons, no Order in Council was passed during his term of office. This promise is set up in the papers sent to the Government, and, by them, submitted to the House. The promise was also admitted by Mr. Macdonald himself. The company might, it is submitted, not unfairly, rest their claim upon this promise alone.

Relying upon the assurances of the head of the Government of the day, the company took measures for their extension. They, first of all, sold bonds to the amount of £100,000 sterling, in the English market. In perfect good faith, the anticipated grant, from the Provincial chest, was set down, by the directors, among the company's assets. It follows, therefore, that if the company did not feel themselves justified in accepting the grant, on the terms proposed by the Order in Council of March last, they must break faith with the English bondholders and, thereby, the credit of the whole Dominion will suffer, and confidence in all Canadian securities be impaired, and, at the same time, equally prejudicial results will follow from accepting the grant as originally offered. For, of course, it was neither suggested, nor contemplated that the purchase-money of the bonds was to be applied in building a road, over which, when built, one great rival, if not two, was to receive running powers. It is obvious that, in this way, the bondholders would be asked to contribute to render their own security worthless. In short, the only way in which faith can be kept with the bondholders is by a strict adherence to the promise of an unconditional aid as originally made by Mr. Macdonald.

It is further submitted that another very strong argument for an unconditional grant is to be found in the fact, that it is owing to the conduct of the friends and officials of the Northern Railroad that the Midland requires any aid from the Provincial Treasury whatever. When the company resolved on making the extensions from Lindsay to Georgian Bay, it was estimated that the different municipalities, through which the extension passed, would grant aid to the extent of $4,000 a mile. No sooner, however, were the necessary preparations made for securing the expected aid, then the agents of the Northern road took the field also, and urged on the people that as the Midland only professed to require aid to the extent of $4,000 a mile, and as this amount was promised them by the Government, therefore, it was unnecessary that the municipalities should give aid also. The consequence was that, in most cases, the bonuses were refused altogether, or largely reduced so that those that were giving yielded less than $1,000 per mile, net.

Flushed by their success the Northern Railway still pursued the Midland and used their influence to prevent the Government from giving that assistance the certainty of which they had previously urged with effect as an argument against municipal aid while they themselves obtained for tributaries of their own large grants without restriction. Seeing, moreover, that the Northern have outlets already at Meaford, Collingwood, and the terminus of the Muskoka Road it cannot seriously be maintained that they require a fourth outlet on the Georgian Bay.

From what has already been urged it will be readily understood that the grant on the terms proposed by the Order in Council would be a *damnosa hæreditas* indeed, as an equivalent for receiving aid to the amount of about 14 per cent. on the cost of 30 miles of road, the Midland is required to give running powers over these 30 miles to the Grand Junction Railway as well as to the Northern and in addition, to give to the former running powers over 23 miles of road built entirely without Government aid of any sort.

It is further submitted that the Midland has special claims to the consideration of the Government. Their line when completed as it soon will be, will furnish the shortest and most direct route to Montreal, and the other great markets for all that part of the Province which it traverses. It also opens out a way to all that vast region north of Lake Huron so rapidly coming into settlement.

By this railway acting with a line of vessels from the far west, a great trade may probably be developed which will rapidly build up that part of the Province, and far more than repay all that is now advanced by the Government. For the natural and wealthy growth of one part of the country is necessarily the common benefit of the whole.

Relying then on the foregoing facts the Midland Railway submit their case to the fair and impartial judgment of Her Majesty's Government, trusting that their many years of sacrifice and labour which have undoubtedly resulted in great benefits to the Province at large, will not now be rendered fruitless; and that they may be spared the mortification not only of seeing their work marred when on the point of completion, but of seeing it so marred by the ungenerous efforts and intrigues of others.

I have the hononr to be,
Sir,
Your obedient servant,
D. E. Boulton,
President of M. R. Co. of Canada.

Hon. O. Mowat, Q. C.
Attorney-General.

Toronto, March 10th, 1873.

Sir,—I have the honour to submit for your consideration the following extracts taken from the report of the joint Select Committee of the House of Lords and the House of Commons on Railway Companies Amalgamation. The report was published in 1872. It is only necessary to observe that the objections to running powers pointed out in this report apply much more forcibly to the railways of this country which have only a single track instead of a double one as in England. "In 1839-40, a committee of which Sir R. Peel was a member, reported in the strongest terms that competition between different carriers on the same line of railway was both impracticable and undesirable and that monopoly upon the same line as regards passengers at all events was inevitable." (Report of 1872, page 4.)

"In 1844 a Committee of which Mr. Gladstone was chairman, reported that competition would do more injury to the railways than good to the public." (Report of 1872, page 5.)

"In 1853, a committee of which Mr. Cardwell was chairman, reported that running powers should generally be discouraged on the score of danger and conceded only in cases where the public object of free transit from one system to another cannot practically be insured by other means." (Report 1872, page 12.)

"In the third place it is to be observed that according to some of the witnesses, it is very doubtful whether running powers can be worked unless by voluntary arrangements between the companies. But supposing that they can be successfully imposed ab-extra, what will their ultimate effect be? If hostilely exercised they will be a serious inconvenience to the traffic of a crowded line. If they were really exercised so as to create competition, the owning companies would in the embarrassment caused to their own traffic and in their loss by competition, have a double motive for ridding themselves of such powers and the result would no doubt be a combination between the companies owning the lines and the companies having the running powers, which would put an end to all competition. The real effect would be to create a sort of joint ownership or partnership in the line and to suppose that competition could continue to co-exist with co-partnership is contrary to all experience. In short there would be no competition or the competition would, as has usually been the case, lead to combination." (Report of 1872, page 29.)

"There is no evidence that any running powers, however stringent, have ever operated when the owning company has set itself to resist them. On the contrary there is strong evidence that all attempts hitherto made to force these powers on unwilling companies have failed." (Report of 1872, page 45.)

"It is a further consideration of some importance that running powers would, as is admitted by those who have advocated them, seldom be exercised in a hostile manner, whilst if so exercised it is obvious that they might be productive of great inconvenience if not danger." (Report of 1872, page 44.)

The conclusion seems irresistible that it is not beneficial to the public that running powers should generally be granted, but that on the contrary they rather tend to put an end to the competition they were mainly intended to insure.

I have the honour to be, Sir,
Your obedient servant,
JOHN R. CARTWRIGHT,
Solicitor Midland Railway of Canada.

The Honourable O. Mowat, Q.C.,
Attorney-General.

COPIES OF CORRESPONDENCE AND ORDERS IN COUNCIL

Respecting the Northern Extension Railways Company, subsequent to 19th February, 1872.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 27th January, 1873.

NORTHERN EXTENSION RAILWAYS COMPANY.

SCHEDULE OF CORRESPONDENCE AND ORDERS IN COUNCIL.

SUBSEQUENT TO 19TH FEBRUARY, 1872.

Letter from Mr. Frank Smith, President T. S. & M. J. R'y. to Provincial Secretary.	March 4th.
" " Provincial Secretary to President T. S. & M. J. R'y.	" 7th.
" " Provincial Secretary to President T. S. & M. J. R'y.	" 9th.
" " President T. S. & M. J. R'y to Provincial Secretary.	" 15th.
Certificate of Chief Engineer T. S. & M. J. Ry.	
Letter from President T. S. & M. J. R'y. to Provincial Secretary.	" 20th.
Estimates. (Barrie to Gravenhurst.)	" 20th.
Letter from President T. S. & M. J. R'y. to Messrs. Teviotdale, Perry and McMurray.	
" " Teviotdale, Perry & McMurray to President T. S. & M. J. R'y.	
Resolution of Reeves of Muskoka District.	March 1st.
Order in Council.	" 25th.
do. do.	" 26th.
Letter from Provincial Secretary to President T. S. & M. J. R'y.	" 26th.
" " President N. E. R. Co. to Provincial Secretary.	" 28th.
" " Acting Assisting Secretary Eckart to President N. E. R. Co.	April 2nd.
" " Provincial Secretary to President N. E. R. Co.	" 22nd.
" " Secretary N. E. R. Co. to Provincial Secretary.	" 26th.
" " Provincial Secretary to Secretary N. E. R. Co.	" 30th.
" " Secretary N. E. R. Co. to Provincial Secretary.	May 21st.
" " Acting Assistant Secretary Eckart to Secretary N. E. R. Co.	" 23rd.
" " Secretary N. E. R. Co. to Provincial Secretary.	" 24th.
" " Secretary N. E. R. Co. to Provincial Secretary.	" 25th.
" " Provincial Secretary to Secretary N. E. R. Co.	" 28th.
" " Secretary N. E. R. Co. to Provincial Secretary.	" 29th.

Agreement N. E. R. Co., running powers to Midland Railway.	
Letter from Secretary N. E. R. Co. to Provincial Secretary.	June 15th.
" " Acting Assistant Secretary Eckart to Secretary N. E. R. Co.	" 18th.
Order in Council.	" 7th.
Agreement N. E. R. Co., running powers to Midland Railway approved.	" 7th.

[COPY.]

Toronto, Simcoe and Muskoka Junction Railway,
Toronto, March 4th, 1872.

Sir,—

Adverting to the aid granted to this Company in relation to its Line between Barrie and Orillia, which has now been running in regular traffic since November last, I have the honour by instruction of my Board to make application for payment of the Subsidy for that Division, and to state that if it is the pleasure of the Government to have the same inspected by their Engineer we are desirous of affording him an opportunity, at the earliest moment convenient to him, and will on his appointment place a special train at his disposal for that service in order that he may stop at all points of the Line at his own discretion.

I have the honour to be
Sir,
Your obedient servant,
(Signed,) Frank Smith,
President
T. S. M. J. R'y.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

Provincial Secretary's Office,
Toronto, 7th March, 1872.

Sir,—

I have the honour to acknowledge the receipt of your letter of 4th instant, and to request you to furnish without delay a statement of the distance between Barrie and Orillia verified by the Engineer and the persons who made the actual measurement, with as full details as possible of such measurement. I have also to intimate that the expenses of the necessary investigation by the Government will be charged to the Company.

I have the honor to be,
Sir,
Your obedient servant,
Peter Gow,
Secretary.

Hon. Frank Smith,
President
Toronto, Simcoe & Muskoka Railway Co.

[COPY.]

Provincial Secretary's Office,
Toronto, March 9th, 1872.

Sir,—

I have the honor to call your attention to your communication of 12th January last, in which it was stated that the "Toronto, Simcoe and Muskoka Junction Railway Company' expected by means of legislation, during the past Session, to strengthen their financial ability to construct the extension of their line to Washago.

I have now to enquire whether the Company proposes to submit any evidence of such increased financial ability for the construction of any part of that extension, and, if so, at what time the Government may expect a renewal of their application, with the necessary additional evidence.

I have the honor to be
Sir,
Your obedient servant,
PETER GOW,
Secretary.

HON. FRANK SMITH,
President,
Toronto, Simcoe and Muskoka Junction Railway Company,
Toronto.

[COPY,]

TORONTO, SIMCOE & MUSKOKA JUNCTION RAILWAY,
Consulting Manager's Office,
Toronto, March 15th, 1872.

SIR,—

In pursuance of the request contained in your letter of the 7th inst., I now have the honor to enclose certificate of the distances between Barrie and Orillia, certified by Mr. Dickenson, our Resident Engineer, and countersigned by the Chief Engineer, Mr. Moberly.

The exact distance between the Centre Line of the Barrie and Orillia Stations is 21.883 miles, but, inasmuch as the track has been laid North of the Orillia Station, the actual track laid is, as stated by the Chief Engineer, in excess of 22 miles.

For the purpose of subsidy however it may be better to define the point of measurement and therefore to take the length of track 21.883 miles as measured and certified by the Resident Engineers.

I have the honor to be,
Sir,
Faithfully yours,
(Signed,) FRANK SMITH,
President.

HON. PETER GOW,
Provincial Secretary,
Toronto.

TORONTO, SIMCOE AND MUSKOKA JUNCTION RAILWAY.

ENGINEER'S OFFICE,
Orillia,
14th March, 1872.

I hereby certify, that the following are the correct distances of the line of railway from Barrie to Orillia, and that I have carefully measured these distances:—

1. Barrie to Gowan	5.596 miles,
2. Gowan to Hawkstone	8.200 "
3. Hawkstone to Orillia	8.087 "
	21.883 miles.

Total distance from Barrie to Orillia, 21.883 miles.

(Signed,) JOHN DICKINSON,
Resident Engineer.

The above distance is measured from the centre of Station yard at Barrie to the centre of Station yard at Orillia, the actual length of track laid and in operation is somewhat over twenty-two miles.

Total distance say 22 miles.

(Signed,) C. W. Moberly,
Chief Engineer,
T. S. & M. J. R'y.

[copy].

The Northern Extension Railways Co.,
Toronto, 20th March, 1872.

Sir,—

1. I have the honor to bring to your notice the importance attached by this Company to an ability to undertake during the coming season the works of construction upon this line between Washago and Gravenhurst, being a length of 14 miles.

2. The Line between Barrie and Washago will, we hope, be completed to the latter point in July or August next, and it is to that point only that provision has been made for grants from the Railway Aid Fund.

3. For the information of the Government I herewith submit (paper marked A) estimate of the cost of construction of this Railway as per the Chief Engineer's Report of 10th January, 1872, already presented to the Government; together with a revised estimate of the available capital reduced to actual cash values. In this latter estimate we have taken credit for a Bonus from the District of Muskoka to the extent of a pro rata mileage appropriation ($26,922), of an aggregate of $50,000 to the total mileage between Washago and Bracebridge, and we are officially assured by an unanimous vote of the Reeves that the necessary By-Laws will be passed for the same so soon as we are actually ready to commence the works. I enclose correspondence upon this subject, (papers marked B C and D.) We have also for the purposes of this estimate assumed that the grant of $4,000 per mile will be extended to the Washago and Gravenhurst Division. I think you will find that the values attached to the respective securities are trustworthy.

4. Upon being assured by Order of Council subject to the sanction of the Legislature that a further grant of $4,000 per mile will be made for the 14 miles between Washago and Gravenhurst, the Company is now in a position to undertake the work with a view to the opening of the Line to Lake Muskoka early in the spring of 1873, and we accordingly pray that such an order may be passed so as to warrant us in placing the works under contract without delay.

5. I am further respectfully to state that whilst the Company limits its present appeal to the length of proposed Railway between Washago and Gravenhurst, believing it to be more prudent to confine its immediate efforts to that work, they confidently anticipate their ability to complete their line to Bracebridge in 1874, a measure which would be greatly promoted by a further assurance that in such event the grant of $4,000 per mile would be conditionally extended to that, the proposed terminal point of our undertaking.

I have the honor to be,
Sir,
Your obedient servant,
(Signed), Frank Smith,
President.

To the Hon. Peter Gow,
Provincial Secretary.

[Copy.] "A."

NORTHERN EXTENSION RAILWAYS COMPANY.

Barrie to Gravenhurst, 48 Miles.

Estimates of available Capital and Cost of Construction.

Capital reduced to Cash Values.

1.—Stock Subscriptions paid and payable by calls during progress.

1. Paid in prior to 1st March, 1872	$24,800 00	
2. On call	29,200 00	
		$54,000 00

2.—Municipal Bonuses.

1. Toronto, $100,000 00 @ 92½	$92,500 00	
2. Barrie, 30,000 00 @ 82	24,600 00	
3. Orillia, 12,500 00 @ 82	10,250 00	
4. Muskoka, 26,922 00 @ 70 being $50,000 *pro rata* on mileage.	18,844 00	
		$146,194 00

3.—Government Subsidy.

1. Barrie to Orillia, 22 miles @ $2,000	$44,000 00	
2. Orillia to Washago, 12 " @ 4,000	48,000 00	
3. Washago to Gravenhurst 14 " @ 4,000	56,000 00	
		$148,000 00

4.—Company's Debentures.

1. Debentures guaranteed by Northern, 48 miles @ $9,000=$432,000 00 @ 90	$388,800 00	
2. Ordinary Debentures of the Company, 48 miles @ $3,000=$144,000 00 @ 80	115,200 00	
		$504,000 00
		$852,194 00

Estimate of Cost of Construction,

Per Chief Engineer's Report, 10th January, 1872.

1.—Barrie to Washago, 34 miles.

1. Cost to sub-grade under contract Jno. Ginty & Co.	$277,589 82	
2. Preliminary surveys, location, engineering, superintendence, legislation and law	21,300 00	
3. Permanent way, iron, ballast and laying, $6,600 per mile	224,400 00	
4. Sundries, including salaries, rents, purchase of right of way, legislation, iron bridges, clearing and grading Station yards	27,428 38	
5. Structures, including Narrows bridge, tank and engine houses, station buildings, mile and whistling posts, sidings and switches	36,270 00	
		$586,988 20

2.—Washago to Gravenhurst, 14 miles.		
1. Cost to sub-grade, clearing, fencing, earth work, and rock cutting	$120,400 00	
2. Station buildings, engine houses, turn-tables, tank-houses, sidings, switches, &c	12,320 00	
3. Permanent way, iron, ballast and laying	106,680 00	
4. Iron Girder Bridge	4,200 00	
5. Engineering, superintendence, purchase of right of way, legislation and law	8,400 00	
		$252,000 00
3.—Balance available for extra and unforeseen expenditure		$13,205 00
		$852,194 00

(Signed,) **Frank Smith**,
President.

Toronto, 20th March, 1872.

[COPY.]

TORONTO, SIMCOE AND MUSKOKA JUNCTION RAILWAY.

Toronto, 16th February, 1872.

Gentlemen,—

Adverting to our interview with the Attorney-General this morning, when you presented a petition from the Muskoka District, praying that the Government would recognize the Toronto, Simcoe and Muskoka Junction Railway, as entitled to Parliamentary Aid to Bracebridge, under the act just passed, I understood the Attorney-General to say, that the Ministry would so recognize that Railway, and would apply the aid to its construction as far as Bracebridge, so soon and whenever the Company was in a position to satisfy the Government of its ability to command the remainder of the Capital, and to construct the Road within the period (six years) limited by its Act of Incorporation. It is clear, therefore, that if we can establish that ability *at once* we can *at once* get Bracebridge declared as the Northern Terminus of the line, and we can secure the setting apart of a grant in aid of say $4,000 per mile, for every mile actually constructed within the Free Grant District.

We have, as you are aware, surveyed the line of location through to Bracebridge, and we have before us the estimates of the cost of the line to that point. We have made very beneficial arrangements by Lease with the Northern Railway Company, under which a very important portion of the necessary Capital is secured, but at present we are unable to do more than secure the means for completing and running the line as far as the Portage in the Township of Rama.

We are nevertheless satisfied, that if the Municipalities comprised within the District of Muskoka, can contribute by bonus, say not less than an aggregate sum of $50,000, (being equal to $2,000 per mile), we may be enabled to submit such a scheme for securing the whole Capital as will induce and justify the Government in passing an immediate order of Council securing the aid to Bracebridge as aforesaid.

In the absence of such assurance from the Municipalities we see no prospect or ability for perfecting our line beyond the Portage, and we shall have at any rate for the present to restrict our appeal to the Government for aid to that point.

I have therefore to enquire whether you are prepared to give to my Board of Directors such an assurance of assistance by By-law to the extent of $50,000, as will warrant them in submitting the whole scheme to the Government at once.

Should you do so, it will be upon the understanding:

1st. That the By-law shall await the demand of the Company, and shall only be submitted to the people when the Company is prepared to commence the execution of the works.

2nd. That when, and so soon, as the By-law shall be passed, the Debentures (of the County) shall be placed in trust only, to be issued from time to time in proportion to the work actually done between Washago and Bracebridge.

If you assent to these suggestions, it is our conviction that the announcement of the fact, that provision has been secured for the construction of our line to Bracebridge, will give such an impetus to the settlement of your District, as that when (say a year hence) the By-law comes to be submitted the strength of the Township will have been so increased, as to make the burthen of the bonus a very light one. The truth is, that your Townships are now paying in extra freight charges, enough to cover all the liability upon a debt (double in amount to that which) under the wise provisions of the Government will now suffice to secure you Railway connection with Lake Ontario and all the Markets.

I am, Gentlemen,
Your obedient servant,
(Signed), FRANK SMITH.

MESSRS. TEVIOTDALE, PERRY & MCMURRAY,
Bracebridge.

[COPY.]

Toronto, 16th February, 1872.

SIR,—

In reply to your letter of this date, we beg to say, that your statement as to the results of our interview with the Attorney-General is correct. Our interpretation of his reply was to the effect, that the Government and Legislature did not desire to limit the extension of any Railways into Free Grant Districts, but would grant aid under the terms of the Act, to such an extent as the Companies could show their ability to construct within the periods named in their Charters.

We quite recognize the importance, therefore, of your being in a position to satisfy the Government of your ability to construct your Railway to Bracebridge, in order that under the terms of the law the Government aid may at once be set apart for that purpose.

We feel satisfied that if it can be at once announced, that the Railway to Bracebridge has been recognized by the Government, and will be built, our Townships will settle up with great rapidity, and will be ready and willing when called upon to contribute by bonus the amount you require to complete your Capital, and under the securities you suggest. We accordingly feel warranted in giving you the assurance, that when called upon (that is to say, whenever you are ready actually to commence the work), our Township will grant an aggregate bonus of $50,000 in aid of the Railway between Washago and Bracebridge, such aid to be contributed from time to time in proportion to the work actually executed between those points, that is to say, at the rate of $2,000 per mile, or say $10,000 for every section of five miles actually constructed.

As we are only acting under subordinate powers, it is our intention at the earliest possible moment to call together the Reeves of the respective Townships, who we cannot doubt will approve and support the action we have now taken, and who will themselves officially communicate to you the decision at which they may arrive.

We are, Dear Sir,
Your obedient servants,
(Signed), JOHN TEVIOTDALE,
(Signed), ROBERT E. PERRY,
(Signed), THOMAS M. MURRAY.

The HON. FRANK SMITH,
President,
T., S. & M. R'y, Toronto.

[COPY.]

Bracebridge, March 1st, 1872.

The Hon. Frank Smith, President of the Toronto, Simcoe and Muskoka Railway.

SIR.—

At a Meeting of the Reeves of the District of Muskoka, at which all were present, it was moved by A. H. Browning, Esq., Reeve of Monck, seconded by Albert Spring, Esq., Reeve of Draper, and carried unanimously.

That this meeting fully endorses the action of the deputation who have just returned from Toronto, after having held interviews with the Honorable the Attorney-General and the officials of the Toronto, Simcoe and Muskoka Junction Railway, and returns them its thanks for the trouble they have taken in the matter.

(Signed),	G. F. Gow,	Reeve,	Macaulay.
(Signed),	R. STEWART,	"	Muskoka.
(Signed),	H. SUFFERN,	"	Watt.
(Signed),	DAVID HOGABOAM,	"	Stephenson.
(Signed),	A. SPRING,	"	Draper.
(Signed),	A. H. BROWNING,	"	Monck.

MIDLAND RAILWAY.

Copy of an Order in Council, approved by His Excellency, the Lieutenant-Governor, the 25th day of March, 1872.

The Committee of Council have had under consideration the application of the Midland Railway Company for aid out of the Railway Fund, and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the said Company, on the fulfilment of the conditions of the Act, of a sum equal to two thousand six hundred and fifty dollars per mile, of that portion of the said Railway between the Village of Orillia and Munday's Bay.

The Committee further advise that the grant of aid, under this Order in Council, be upon the following conditions, that is to say:

One—On condition, that in case the Northern Extension Railway Company do, before the first day of June next, agree by an instrument embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what may be necessary to give the Midland Railway Company running powers over that portion of the Railway of the Northern Extension Railway Company, lying between "Narrows," near Atherly, and the point of intersection of the tramway at Lake St. John, on terms to be settled between the Companies by the award of the majority of three arbitrators, one to be chosen by each Company, and the third by the two so chosen; or, in case of disagreement by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of Public aid granted under Order in Council, in respect of that portion of the Northern Extension Company's Railway; then, the Midland Railway shall, before the first day of July next, agree in like manner to do what may be necessary to give the Northern Extension Railway Company running powers over that portion of the Midland Railway lying between Orillia Village and Munday's Bay, on terms to be settled in like manner.

Two—On condition that the Midland Railway Company shall, before the first day of July next, agree in like manner to do what may be necessary to give the "Grand Junction Railway Company" running powers over that portion of the Midland Railway lying between the point of Junction at Omemee or Lindsay, or any intermediate point, and Munday's Bay, on terms to be settled in like manner.

The Committee further advise that payment be authorized in respect of any portion of the said Railway not less than twenty miles in length, on the fulfilment of the conditions of the said Act as to such portion, and on proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works on the remainder of the line between Orillia and Munday's Bay.

Certified,
J. G. Scott,
C. E. C.

Executive Council Chamber,
26th March, 1872.

NORTHERN EXTENSION RAILWAY.

Copy of an Order in Council, approved by His Excellency, the Lieutenant-Governor, the 26th day of March, 1872.

The Committee of Council have had under consideration the application of the Northern Extension Railways Company, for aid under the "Act in aid of Railways," and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly, payment be authorized to be made out of the Railway Fund to the said Company, on the fulfilment of the conditions of the said Act, of a sum equal to four thousand dollars per mile, of that portion of the said Railway between Washago and Gravenhurst.

The Committee further advise, that the grant of aid under this Order in Council be subject to the condition that the Northern Extension Railways Company shall, before the first day of June next, agree by an instrument in writing, embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what may be necessary to give the Midland Railway Company running powers over that portion of the Railway of the Northern Extension Railways Company lying between the Narrows, near Atherly, and the point of intersection of the tramway at Lake St. John, on terms to be settled between the Companies by the award of the majority of three arbitrators, one to be chosen by each Company, and the third by the two so chosen, or in case of disagreement, by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of Public Aid granted under Order in Council in respect to that portion of the Northern Extension Company's Railways.

Two—On condition that proof be furnished to the satisfaction of the Lieutenant-Governor in Council before the first day of December next, of a *bona fide* and sufficient contract for the completion of the works, exclusive of track-laying on the Railway between Washago and Gravenhurst.

Certified,
J. G. Scott,
C. E. C.

Executive Council Chamber,
26th March, 1872.

[copy].

Provincial Secretary's Office,
Toronto, 26th March, 1872.

Sir,—

I have the honor to transmit herewith a copy of an Order in Council approved by His Excellency the Lieutenant-Governor, on the 25th instant, granting aid from the Railway Fund to the "Midland Railway Company," also a copy of an Order in Council approved the 26th instant, granting aid to the "Northern Extension Railways Company," the receipt of which you will be good enough to acknowledge.

I have the honor to be,
Sir,
Your obedient servant,
(Signed), PETER GOW,
Secretary.

HON. FRANK SMITH,
President,
N. E. R. C., Toronto.

[COPY].

NORTHERN EXTENSION RAILWAYS COMPANY,
Toronto, March 28th, 1872.

SIR,—

I have the honor to acknowledge the receipt of your favour of 26th instant, with which were enclosed copies of the Orders in Council, granting aid to the "Midland Railway Company," and to "The Northern Extension Railways Company" respectively.

I have the honor to be,
Sir,
Your obedient servant,
(Signed), FRANK SMITH,
President.
N. E. R. C.

To the HON. PETER GOW, M. P. P.,
Provincial Secretary.

[COPY].

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 2nd April, 1872.

SIR,—

I have the honor to call your attention to the fact that, under the Orders in Council granting aid, the "Northern Extension Railways Company" is interested in an agreement to be made for running powers, and to request you to forward, at your earliest convenience, a draft of the agreement, which should, in the opinion of that Company, receive the assent of the Government.

I have the honor to be,
Sir,
Your obedient servant,
(Signed), J. R. ECKART,
Acting Assistant Secretary.

HON. FRANK SMITH,
President,
N. E. R. C., Toronto.

[COPY].

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 22nd April, 1872.

SIR,—

I beg to enclose form of Draft agreement, which will be approved of by His Excellency in Council, so soon as the same is executed by your Company. In order that your Company may obtain the benefit of the appropriation made by the Order in Council, in respect of your Company, it is necessary that this instrument should be executed by your Company before the 1st day of June next, pursuant to the terms of the said order.

I have the honor to be,
Sir,
Your obedient servant,
PETER GOW,
Secretary.

HON. FRANK SMITH,
President,
N. E. R. C., Toronto.

[COPY].

NORTHERN EXTENSION RAILWAYS COMPANY,
Toronto, April 26th, 1872.

SIR,—

Under instructions from the Directors of this Company, I have the honor to acknowledge the receipt of your letter of the 23rd instant, addressed to the Hon. Frank Smith, enclosing draft agreement which, it is proposed, we should execute before the 1st June next, in relation to running powers to be conceded by this Company to the Midland for that portion of our line between Atherly and the Portage. I am to direct your attention to the provisions of the said proposed agreement, which would leave every question open to the judgment and determination of the Arbitrators. My Directors have no objection, excepting so far as, that they think that, in the submission to arbitration, the arbitrators should be directed to exclude the running Company from engaging in Way Traffic on the line of this Company, and they are further of opinion, that it would be convenient to ensure the employment of the same arbitrators, in regard to the running powers to be given to the Midland over this line, as to the running powers to be given to this Company over the line of the Midland.

It would be clearly unsafe and objectionable to leave such large power as the agreement indicates, to two sets of Arbitrators, who may adopt different principles, decisions, and rates of payment, as between the two Companies.

With the foregoing exceptions, I am to state that the draft agreement seems to be satisfactory to my directors.

I have the honor to be,
Sir,
Your most obedient servant,
(Signed), JNO. E. FOREMAN,
Secretary.

HON. PETER GOW,
Provincial Secretary, Toronto.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 30th April, 1872.

SIR,—

I have the honor to acknowledge the receipt of your letter of 26th instant, and in reply have to mention, that the suggestion of your Company, that the arbitrators under both agreements should be the same, is approved of by the Government, and a clause to that effect may be added to the agreement sent for execution by your Company. In other respects it would appear advisable, that all subjects of public differences between the two

Companies, should be determined by the arbitrators. I would be glad to receive the agreement for the approval of His Excellency.

I have the honor to be,
Sir,
Your obedient servant,
PETER GOW,
Secretary.

JOHN E. FOREMAN, Esq.,
Secretary,
N. E. R. C., Toronto.

[COPY].

NORTHERN EXTENSION RAILWAYS COMPANY,
Toronto, May 21st, 1872.

SIR,—

I have the honor to acknowledge the receipt of your communication, dated the 30th April, 1872, and, in reply, to enclose you the agreement in relation to running powers, duly executed by this Company, between the Northern Extension Railways Company and the Midland Railway Company, for the approval of His Excellency in Council, and to draw your attention to the additional clause No. 13, which requires that the same Arbitrators should be appointed to decide all questions in dispute as affecting the running powers to the Northern Extension Railways Company, as well as the Midland Railway Company, the insertion of which clause having been assented to by your letter above alluded to.

I am also to draw your attention to the clause in the first page of the agreement, which recites that the Order in Council of the 26th March last, was confirmed by resolution of the Legislature, and to suggest that that recital is not applicable.

I have the honor to be,
Sir,
Your obedient servant,
JOHN E. FOREMAN,
Secretary,
N. E. R. C.

The Honorable the Provincial Secretary,
Toronto.

[COPY].

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 23rd May, 1872.

SIR,—

I am instructed to acknowledge the receipt of your communication, dated 21st instant, enclosing agreement for running powers between "Northern Extension Railways Company" and the "Midland Railway Company." The words "requiring to be" have been omitted to be inserted previous to the words "confirmed pursuant to the Act amending," &c. As you notice an inaccuracy in the recital, it is presumed that this omission occurred in the draft sent you. The instrument has not been dated. Be good enough to have these omissions corrected and agreement redelivered on behalf of your Company. It is returned to you herewith, in order to have this done.

I have the honor to be,
Sir,
Your obedient servant,
(Signed), J. R. ECKART.

JOHN E. FOREMAN, Esq.,
Acting Assistant Secretary,
N. E. R. C., Toronto.

[COPY.]

NORTHERN EXTENSION RAILWAYS CO.,
Toronto, May 24th, 1872.

SIR,—

I have the honour to acknowledge the receipt of your communication dated the 23rd instant, enclosing the Agreement for running powers between this Company and the Midland Railway Company, and requesting that the date of execution on behalf of this Company be inserted, and also that in order to correct rendering of the recital to the Agreement, the additional words "requiring to be" be inserted previous to the words "confirmed pursuant to the Act," &c.

I now beg herewith to return the instrument with the above-mentioned corrections duly made, observing that the same is a correct copy of the draft enclosed to us per your letter of the 30th April, 1872.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) JOHN E. FOREMAN,
Secretary.

To the HON. PETER GOW,
Provincial Secretary,
Toronto.

[COPY.]

NORTHERN EXTENSION RAILWAYS CO.,
Toronto, May 25th, 1872.

SIR,—

I am instructed to request you to be kind enough to return the agreement for running powers between this Company and the "Midland Railway Company," in order that an additional clause may be added to the effect that should the Order in Council be not confirmed by Resolution of the Legislative Assembly of Ontario at its next session, the agreement should become void.

I have the honour to be,
Sir,
Your obedient Servant,
(Signed,) JOHN E. FOREMAN,
Secretary.

To the HON. PETER GOW,
Provincial Secretary,
Toronto.

P. S.—I am informed that the Solicitor of this Company has been in communication with the Attorney-General's office, and that a clause to the foregoing effect had been agreed upon.

[COPY.]

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 28th May, 1872.

SIR,—

I have the honor to acknowledge the receipt of your letter of the 25th instant, and to enclose herewith, in accordance with the request therein contained, the agreement for running powers between the "Northern Extension Railways Company," and the "Midland Railway Company."

I have the honor to be,
Sir,
Your obedient servant,
(Signed,) PETER GOW,
Secretary.

JOHN E. FOREMAN, Esq.,
Secretary,
Northern Extension Railways Co.,
Toronto.

[COPY.]

NORTHERN EXTENSION RAILWAYS CO.,
Toronto, May 29th, 1872.

SIR,—

I have the honor to acknowledge the receipt of your letter of 28th instant, and, in reply, beg to enclose you herewith the Agreement for running powers between this Company, and the Midland Railway Company, with the additional clause added thereto referred to in my letter of the 25th instant.

I have the honor to be,
Sir,
Your obedient servant,
(Signed,) JOHN E. FOREMAN,
Secretary.

The HON. PETER GOW,
&c., &c.
Toronto.

NORTHERN EXTENSION RAILWAYS COMPANY.

Adverting to the Order of Council relating to the subsidy to be conditionally paid to this Company on its granting to the Midland Railway Company running powers over that portion of the line between Mara and the Portage.

My Board has already addressed a communication to the Midland Company (copy enclosed), stating our willingness to grant the proposed powers, and to enter upon any preliminary discussion necessary to determine the details of such an arrangement, and without delay to proceed to arbitration, as to the amount to be paid for the same.

With regard to the practical details of the rights and privileges to be conceded, without professing to be able to anticipate every particular which such powers would involve, yet we are prepared to enter into agreements in proper form, to the following general effect.

1. That the Midland Company shall have running powers for all its trains to Longford and the Portage, with, but after, trains of the same respective ranks of this Company, that is to say, that this Company shall have the right at all times to make and to maintain its time-tables for all its regular trains, and thereupon, that the Midland Company shall have the subordinate right to make its time-tables, and a right to choose the times clear of this Company's trains; Midland Passenger trains, clear of Northern Passenger trains, Midland regular Freights clear of Northern regular Freights, and the irregular trains of both Companies to be worked by Telegraph, the irregular trains of the Midland to keep clear of the irregular

trains of the Northern, all regular trains of both Companies, thirty minutes late to become irregular, but to have the right of road over the next subordinate class of the regular trains of the other Company. The Northern irregular trains to take precedence over Midland irregular trains. What is intended by the foregoing is, that all the trains of the Midland shall be ranked and classified the same as the Northern, and to have the same rights in gradation, the only reservation being that as between trains of the two Companies of like rank, the Northern shall in all cases take precedence.

2. All trains of the Midland whilst on the Northern to be subject to, and to obey and fulfil the running regulations of the Northern, which may be in operation in regard to its own service from time to time. All time-tables of the Midland, so far as they apply to the line involved in running powers to be submitted to the Chief Executive Officer or Manager of the Northern at least fourteen days before being put in operation or published.

3. It is the intention of this agreement, that the Midland Company shall be entitled to claim from the Northern, all and every, the same care, attention, and dispatch to the trains and to the traffic of the Midland which is at convenient periods given by the Northern to its own trains and traffic.

4. The Northern will accept all risk of damage to its fixed property by the trains of the Midland, so long as those trains run consistently with the regulations, and the Midland do accept all the risks of track, so far as it affects their trains, so long as the track is in current use by the Northern. The said Midland Company shall expressly agree to indemnify and hold harmless the said Northern Company from and against any loss, injury, or damage, directly or indirectly, claimed or recovered against the Northern Company in respect of anything arising out of the exercise of the running powers or uses of the line of the Northern Company by the said Midland Company.

5. No way business either in Passenger or Freight, (that is to say, no Passenger or Freight business between any two points on the line of the Northern) to be undertaken or transported by the Midland Company; in other words, no traffic shall be both received and delivered by the Midland on the line of the Northern, but traffic for any point of ultimate destination on the line of the Northern, must be brought by the Midland from off, and beyond the line of the Northern, and traffic received and taken by the Midland from any point on the Northern shall be taken by the Midland beyond the line of the Northern before and without break of bulk.

6. There shall be no privilege to the Midland of establishing any way or intermediate Station or point for the accommodation or the distribution of traffic, but the establishment of separate Stations by the Midland shall be limited to a terminal Station as hereinafter stated, excepting only Mill sidings, and Manufactories to be served directly by rail with special sidings and switches, such sidings and switches however to be laid down on common account between the Companies or by separate sidings and switches of each Company, the latter privilege to be exercised by the Midland Company only in such cases after notice has been given, and the Northern having declined to put in the sidings and switches on common account. The users of these Mill or Manufacturing sidings not to be taken as available for a general business of transportation, but solely for the products of the Mill or Manufactory in connection with which they have been put in, and no building, office, or accommodation for the purpose of General Freight or Passenger business shall be established on any such siding.

7. At points of junction or departure, or point of crossings of the Midland with the Northern line where Telegraphic or Signal service is necessary by reason of such junction, crossing, or departure there, the current expenses thereof to be paid by the Midland as a special service, and independent of any general charge.

8. The payment by the Midland Company to the Northern to be determined on the following standard, viz.: at a price per Passenger per mile for every through Passenger carried, at a price per ton per mile for all Freight carried, all lumber and timber cars to be taken as a load of ten tons, all empty Freight cars going north free, all empty Freight cars going south at a price per car per mile, all Locomotives, (Engines and tenders) free, and for the purposes of this clause the mileage shall be computed by ejecting any portion of a mile less than half, and by adding to any portion of a mile being more than half the balance necessary to make up the full mile.

9. Separate from the charge to be awarded for transportation of Freight and Passengers per ton or per car per mile, a distinct allowance and payment shall be made for Station

accommodation and service, which shall be solely provided and worked by the Northern, the payment for Passengers to be in the form of a per centage on the moneys received for sale of tickets, and the payment for Freight, being for general merchandise, other than lumber or timber, at per ton per mile, inwards and outwards, and at per car on timber, lumber, or other Freight not handled by servants of the Northern Company; such payment to cover all the usual accommodation provided by the Northern for its own freight and customers, billing, receipting, shunting and general Station service, exclusive of any service connected with the mechanical management or care of the rolling stock or other moveable properties of the Midland Company.

10. The price to be paid as aforenamed under award of arbitration independent of the special current expenses of telegraphic and signal service, as hereinbefore named, to be determined for a period of five years from the date when the first train of the Midland shall run upon the Northern line, but to continue thereafter under the award unless or until three months notice shall be given by either party to the other demanding a revision thereof, in which case the same shall be determined by arbitration in manner similar to the appointment and holding of the first arbitration.

11. For the purposes of this agreement separate books shall be kept by the Northern for all the traffic of the Midland, to which access shall be had at all proper and reasonable times by properly authorized officers of the Midland Company for the purpose of examination, criticism or extract.

12. The responsibility of the Northern to the Midland Company for freight received or delivered inwards or outwards to be limited to receipts exchanged between the officers of the Company for all freight inwards or outwards received or delivered with the Midland Company, lumber, timber, or other freight by the car load on account of the Midland to be a liability solely between the Midland and its customers.

13. The Northern to be free of all liability from fire arising out of the use of the Line by the Midland, that is, the Midland to secure themselves as proprietors and as common carriers against fire by its own insurances. Any disputes or differences as to the meaning or operation of this agreement and the rights of the respective Companies thereunder, to be submitted to arbitration in same manner as is directed for the original arbitration under due notice, and failing the appointment of an arbitrator on the notice of the other, then an application to be made to the Judge of the County.

14. Accounts to be adjusted between the Companies quarterly or half-yearly as may be determined, all Passenger tickets issued by the Midland to points on the Northern to hold coupon tickets to be collected by the officers of the Northern at the point of junction.

15. The Midland to have the right to use all Stations existing from time to time, and in use by the Northern, and to establish no other than the Stations established by the Northern; the terminal stations, if separate, to be solely for the mechanical department of the Midland, that is to say, for the care, repair of rolling stock, etc.

16. The Midland Company to have the right to take water out of the Northern tanks, at a price per tank full, and to have a right to establish and to claim accommodation for a supply of wood for its Engines at the Stations of the Northern failing to agree as to the price per cord delivered to its Engines.

17. The Midland Company to issue no free passes (except exchanged passes for general officers of the two Companies), and to bill no free Freight upon or over the Northern, and the Northern to be entitled to collect full local fares and full local rates of freight on all Passengers not holding coupon tickets, and on all freight not on regular way-bills. This provision not to apply to officers and servants in actual and necessary charge of trains.

18. In the event of the Northern changing its gauge, six months notice thereof to be given to the Midland, the expenditure arising from the necessity of the laying of the third rail to be made by the Northern, but the increased cost of subsequently maintaining the third rail to be thereafter paid by the Midland, and in the event of the Companies not agreeing as to the amount of such increased payment, then the same to be determined by arbitration as aforesaid.

19. This Company would not object to the extension of the running powers to the Midland from Atherly to Orillia over the Narrows Bridge, provided that in addition to the system and rates of payment hereinbefore proposed, a separate and additional toll (to be determined by arbitration) should be levied on all Rolling Stock moving over the bridge.

[COPY.]

NORTHERN EXTENSION RAILWAYS COMPANY,
Toronto, 15th Jany., 1872.

SIR,—

The Directors of this Company would be much obliged if you would favor them with certified copies of the Orders of Council, or such other official documents in relation to the subsidies authorized to be paid to this Company from the Railway Fund, as would establish the existence of such authority for the subsidies in question.

I am,
Your obedient servant,
JNO. E. FOREMAN,
Secretary.

The Honorable, the Provincial Secretary,
Toronto.

[COPY.]

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 18th June, 1872.

SIR,—

With reference to your letter of the 15th instant, I have the honor, in reply, to refer you to the Ontario Gazette in which the Orders in Council relating to the subsidies authorized to be paid to the Northern Extension Railways Company from the Railway Fund were published—that being the best means of establishing the existence of the necessary authority for the subsidies in question, and have also the honor to enclose herewith a copy of an Order in Council, approved 7th instant, which has not appeared in the Official Gazette.

I have the honor to be, Sir,
Your obedient Servant,
J. R. ECKART,
Acting Assistant Secretary.

JOHN E. FOREMAN, ESQ.
Secretary,
Northern Extension Railways Company,
Toronto.

Copy of an Order in Council approved by His Excellency the Lieutenant Governor the seventh day of June, A.D. 1872.

The Committee of Council have had under consideration the agreement executed by the Northern Extension Railways Company, dated 20th May, 1872, for granting running powers to the Midland Railway Company, over that portion of the Railway of the Northern Extension Railway Company being between "The Narrows" near Atherly, on the point of intersection of the Tramway at Lake St. John.

The Committee advise that the said agreement be approved of by Your Excellency.

Certified,
J. G. SCOTT,
Clerk, Executive Council,
Ontario.

21st January, 1873.

AN AGREEMENT made the twentieth day of May in the year of our Lord one thousand eight hundred and seventy-two, between the NORTHERN EXTENSION RAILWAYS COMPANY, hereinafter called the NORTHERN COMPANY, and the MIDLAND RAILWAY COMPANY, hereinafter called the MIDLAND COMPANY.

Whereas the Companies parties hereto are authorized under the Acts relating thereto respectively to construct their respective lines of Railway through portions of the Townships of Mara and Rama, and in their course approximate at "The Narrows" near Atherly.

And whereas by an order of His Excellency the Lieutenant-Governor in Council, dated the twenty-sixth day of March, in the year of our Lord one thousand eight hundred and seventy-two, made under the "Act in aid of Railways," and requiring to be confirmed pursuant to the Act amending the same by Resolution of the Legislative Assembly of Ontario, it was provided that the payment to be made the said Northern Company out of the Railway Fund should be subject to the condition, (amongst others), that the said Northern Company should before the first day of June next, agree by an Indenture embodying all proper details, and approved by the Lieutenant-Governor in Council, to do what might be necessary, in order to give the Midland Company running powers over that portion of the Railway of the Northern Company lying between "The Narrows," near Atherly, and the point of intersection of the Tramway at Lake St. John, on terms to be settled by arbitration as in the said Order mentioned.

Therefore in pursuance of the said Order in Council, and for giving effect to the terms of the said recited condition, it is hereby mutually agreed by and between the said Northern Company of the one part, and the said Midland Company of the other part, as follows, that is to say:—

1. On the completion by the Northern Company of the said portion of their Railway, the Midland Company and their officers and servants, from time to time may run over, work, and use the same with their Engines, Carriages and Waggons of every description, and for the purpose of traffic of all kinds, and may use the Stations, watering-places, works, and conveniences connected therewith, upon such terms, stipulations, and conditions, and upon the payment of such tolls as may be agreed upon between the Northern Company and the Midland Company.

2. Failing such agreement, the terms, stipulations, conditions, and payments for such running over, working and using of the said portion of Railway shall be such terms, stipulations, conditions and payments as shall be determined by arbitration in the manner hereinafter provided.

3. The Northern Company engages to so construct the said portion of their Railway, that in the event of the gauge of the Railways of the said Companies being different the Midland Company may, by laying down a third rail, make the said portion readily available for the exercise of the running powers mentioned in the preceding clause, and in case of any difference between the said two Companies in respect of the matters in this clause mentioned, the same shall be determined by arbitrators in the manner hereinafter provided.

4. In the event of the Northern Company failing to complete the said portion of the Railway within the time contemplated by the said recited Order in Council, or becoming disentitled to the aid authorized thereunder, the Midland Company shall be at liberty to apply to His Excellency the Lieutenant-Governor in Council for aid in respect of the said portion of the said line of Railway.

5. If the Northern Company and the Midland Company shall be unable to agree upon any of the foregoing matters in which it is provided that arbitration shall be resorted to in case of disagreement, then unless both parties shall concur in the appointment of a single arbitrator, each party on the request of the other party shall nominate and appoint one disinterested person as arbitrator on their respective behalves, and those two shall choose a third, who shall likewise be a disinterested person, and the award of the said three arbitrators, or of any two of them, shall be binding upon both parties to the said submission.

6. In proceeding to arbitration, either of the Companies may give to the other party, notice in writing naming the arbitrator of the party desiring such arbitration, and requiring the other party to name an arbitrator on behalf of the party so served as aforesaid, and setting out the matters upon which arbitration is required, and thereupon within thirty days after the service of such notice upon the party so required to name an arbitrator as aforesaid, such party shall name their arbitrator, and shall give notice thereof in writing to the party requiring the said arbitration, and the said two arbitrators shall within ten days after the service of the said last mentioned notice meet and choose a third arbitrator, and in case of disagreement, the said third arbitrator shall be appointed by the Lieutenant-Governor in Council, and the said three arbitrators, or in case any one of them refuses or

fails to act, any two of them shall in writing appoint a time and place of meeting to hear and determine the said matters so in dispute, and respecting which the parties cannot agree as aforesaid, of which meeting both parties to the said reference, and in case the appointment is made by two of the arbitrators, the arbitrator who may not have joined in making such appointment, shall have at least ten days notice in writing, and thereupon at the time and place so named and fixed, the said three arbitrators or any two of them shall proceed to hear the said parties, and shall determine the matter or matters so submitted as aforesaid, and such award so made by the said three arbitrators or any two of them, shall be binding on both parties.

7. The said notices and proceedings up to the meeting of the said arbitrators shall be a submission between the said parties, and as such may be a rule of any of Her Majesty's Superior Courts for Ontario at Toronto.

8. Any such award so made, save only as to the point of junction of the said two Railways, if that be a matter so referred, shall extend in the first instance to the period of three years from the date thereof, and in subsequent instances to periods of five years respectively, but for such time as any powers mentioned in the said award may have been exercised before the making of such award in consequence of the time required to bring about the arbitration the said first award shall be taken as fixing the tolls to be paid for the exercise of the said powers up to the date of the said award.

9. At the expiration of the said first period of three years if the said Companies cannot agree upon the terms, stipulations, conditions and payments, upon which the running powers hereinbefore mentioned shall be exercised, then the said parties shall proceed to fix such terms, stipulations, conditions and payments by arbitration in the manner above provided, and so on from time to time for the period of five years only at any one time, so long as the said powers are required, and until such new award shall be made, the award preceding it shall be the rule and guide between the parties.

10. In making any award upon the matters referred, the arbitrators shall have regard to the amount of aid granted to the Northern in respect of the said portion of Railway under the said recited Order in Council.

11. The Companies parties hereto will respectively promote and consent to such applications to the Legislature of the Province of Ontario, or the Dominion of Canada, as may be necessary to make valid or to give effect to this agreement, and in the event of either Company omitting or refusing so to do, such Company shall cease to be entitled to any benefit of the said recited Order in Council, in respect to the said portion of Railway.

12. In the event of the Northern Company and the Midland Company being unable to agree upon any of the foregoing matters, in which it is provided that arbitration shall be resorted to, in the case of any disagreement, and in the event of an Arbitrator or Arbitrators having been previously chosen by the Midland Company and the Northern Company, and a third arbitrator having been also chosen when necessary to settle any of the terms and conditions upon which the Northern Company shall have running powers over the line of the Midland Company, from Orillia to Munday's Bay, then all such matters in difference in respect to the running powers mentioned in this agreement shall be determined by the arbitrator or the majority of the arbitrators last named, for the sake of ensuring a uniformity of running powers between the said Companies, and in other respects, and so far as applicable the provisions of this agreement shall apply to such arbitration. This agreement shall become void in case the said Order in Council be not confirmed by resolutions of the Legislative Assembly of Ontario, at its next Session.

13. In witness whereof the said Companies parties hereto have hereunto affixed their Corporate Seals, and the signatures of their executive officers, on the day and year first above written.

(Signed),

FRANCIS SMITH,
President.
JOHN E. FOREMAN,
Secretary.

Signed, sealed, and delivered
in the presence of
ALBERT JONES,
Northern Railway,
Toronto.

SUPPLEMENTARY RETURN

Of Correspondence and Papers relating to the "Northern Extension Railways," subsequent to correspondence included in return presented 27th January, 1872.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 11th March, 1873.

SUPPLEMENTARY SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO "NORTHERN EXTENSION RAILWAY."

March 11th, 1873.—Letter from Edgar, Fenton & Ridout to Provincial Secretary.
August 8th, 1872.—Memorandum of Contract between John Ginty and Alexander Manning and the Northern Extension Railway, for construction of road from Washago to Gravenhurst.

TORONTO, March 10th, 1873.

The Provincial Secretary of the Province of Ontario.

DEAR SIR,—We herewith enclose the contract made between John Ginty and Alexander Manning and the Northern Extension Railways Company for the completion of the work exclusive of track laying, on said railway between Washago and Gravenhurst, bearing date the eighth day of August, A. D. 1872. Through inadvertence it was not sent for approval by the Lieutenant-Governor in Council before the first day of December, as required by Order in Council of the 26th day of March, 1872, and we have the honour to request that under the circumstances the proper order may be passed placing the company in the same position as if they had formally complied with the said order of the 26th March last. We also beg to state that a considerable quantity of work has already been done under said contract, and about three-fourths of the right of way has already been secured.

We must also call attention to the fact, that in the agreement bearing date 20th day of May, A. D. 1872, between the Northern Extension Railway Company and the Midland Railway Company, the Northern Extension Railways Company agreed to give the Midland Railway Company running powers over that portion of their railway lying between "The Narrows," near Atherly, and the point of intersection at Tramway, at Lake St. John, on terms to be settled by arbitration, but said agreement contained no clause of defeazance in the event of the Midland Railway Company failing to agree in like manner to give the Northern Extension Railways Company running powers over that portion of the Midland Railway lying between Orillia Village and Munday's Bay, before the 1st July, A. D. 1872, as provided for by the Order in Council of the 26th March, 1872.

As the Midland Railway Company have failed and refused to give the running powers to the Northern Extension Railways Company from Orillia to Munday's Bay, we claim to have said agreement set aside as to running powers over our said road from the Narrows to

Lake St. John, and we would like to have the opinion of the Government thereon. The iron on our road will be laid in the course of a few months past Lake St. John, and it would never do for the Midland Railway Company to claim running powers under said agreement of the 26th May, 1872, in the course of a few months, when there is no mutuality, besides that there is no probability of an early completion of the Midland Railway to Lake Huron, as contemplated by said order.

We have the honour to be,
Yours most obediently,
(Signed) EDGAR, FENTON & RIDOUT.

MEMORANDUM of Contract between John Ginty and Alexander Manning and the Northern Extension Railways Company, for the construction of the road from Washago to Gravenhurst, for the gross sum of $113,189 59. Dated 8th August, 1872.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence since February 1872, relating to the payment of a subsidy to the Southern Extension of the Wellington, Grey and Bruce Railway and the Toronto, Grey and Bruce Railway with copies of all Orders in Council respecting said Railways.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 27th January, 1873.

TORONTO, GREY AND BRUCE RAILWAY—SCHEDULE OF CORRESPONDENCE AND ORDERS IN COUNCIL.

1872.		
March	5th.	Letter from Acting Assistant Secretary Eckart to W. S. Taylor, Secretary. Toronto, Grey and Bruce Railway.
“	5th.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway.
“	6th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
“	6th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
“	13th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
“	13th.	Certificate of Edmund Wragge, Chief Engineer, Toronto, Grey and Bruce Railway.
“	11th.	Certificate of John A. Thompson, Assistant Engineer, Toronto, Grey and Bruce Railway.
“	8th.	Certificate of John Simpson, District Engineer, Toronto, Grey and Bruce Railway.
“	13th.	Letter from John Gordon, President, Toronto, Grey and Bruce Railway, to Provincial Secretary.
“	13th.	Estimates No. 1, (Bruce Extension).
“	“	do No. 2, do
“	“	do No. 3, do
“	26th.	Letter from Provincial Secretary to Secretary, Toronto, Grey and Bruce Railway.
“	25th.	Order in Council.
“	27th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.

1872.		
April	2nd.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway.
"	3rd.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
May	9th.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway.
"	13th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
"	30th.	Letter from W. H. Beatty, Solicitor, Toronto, Grey and Bruce Railway, to Provincial Secretary, enclosing
May	13th.	Agreement between Toronto, Grey and Bruce Railway and Wellington, Grey and Bruce Railway as to running powers.
June	7th.	Order in Council.
"	14th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
"	17th.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway.
Sept.	18th.	Letter from President, Toronto, Grey and Bruce Railway, to Commissioner of Public Works.
"	24th.	Letter from Acting Assistant Secretary Eckart to President, Toronto, Grey and Bruce Railway.
Oct'r	1st.	Letter from President, Toronto, Grey and Bruce Railway, to Provincial Secretary.
"	4th.	Letter from Provincial Secretary to President, Toronto, Grey and Bruce Railway.
"	5th.	Letter from President, Toronto, Grey and Bruce Railway, to Provincial Secretary.
"	18th.	Letter from Acting Assistant Secretary Eckart to President, Toronto, Grey and Bruce Railway.
"	18th.	Letter from President, Toronto, Grey and Bruce Railway, to Provincial Secretary.
"	21st.	Letter from Acting Assistant Secretary Eckart to President, Toronto, Grey and Bruce Railway.
Novr	9th.	Letter from Secretary, Toronto, Grey and Bruce Railway, to Provincial Secretary.
"	16th.	Letter from Secretary, Toronto, Grey and Bruce Railway to Provincial Secretary.
"	20th.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway.
"	19th.	Order in Council.
"	22nd.	Letter from President, Toronto, Grey and Bruce Railway to Provincial Secretary.
"	27th.	Letter from J. G. Scott, Clerk Executive Council, to President, Toronto, Grey and Bruce Railway.
"	29th.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway, enclosing
"	27th.	Order in Council.
Dec	6th.	Letter from Acting Assistant Secretary Eckart to Secretary, Toronto, Grey and Bruce Railway.
Nov.	30th.	Order in Council.
Dec.	20th.	Letter from Acting Assistant Secretary Eckart to President, Toronto, Grey and Bruce Railway.
1873		
Jan.	14th.	Letter from W. H. Beatty, Solicitor, Toronto, Grey and Bruce Railway, to Acting Assistant Secretary.
"	14th.	Letter from Acting Assistant Secretary to Solicitor, Toronto, Grey and Bruce Railway.

1872.
Jan. 14th Letter from Solicitor, Toronto, Grey and Bruce Railway, to Provincial Secretary.
" 14th. Letter from Acting Assistant Secretary to Solicitor, Toronto, Grey and Bruce Railway.
" 17th. Letter from Solicitor, Toronto, Grey and Bruce Railway, to Acting Assistant Secretary.
" 18th. Letter from Acting Assistant Secretary to Solicitor, Toronto, Grey and Bruce Railway.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 5th March, 1872.

SIR,—I have the honour to call your attention to my letter asking for a profile and plan of the "Toronto, Grey and Bruce Railroad" from Mount Forest to Teeswater *via* Wingham based upon actual survey, and detailed estimates of the cost based upon such survey, and to enquire when the company will be prepared to comply with this requisition.

I have the honour to be, Sir,
Your obedient servant.
(Signed.) I. R. ECKART,
Acting Assistant-Secretary.

W. S. Taylor, Esq.,
Secretary,
Toronto, Grey and Bruce Railway,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 5th March, 1872.

SIR,—Adverting to the correspondence that has taken place with regard to the application of the Toronto, Grey and Bruce Railway Company" for aid from the Railway Fund, I have the honour to inform you that, as it appears from the papers submitted, that the company considers itself entitled to present payment for a section or sections of the line, the Government desires to be informed as to the points between which immediate payment is claimed.

I have also to request you to furnish a statement verified by the engineer and the persons who made the actual measurement of the distance, between the points in question, with as full details as possible of such measurement.

I have to add that, should the company require payment by sections, the expenses of the necessary investigation by the Government will be charged to it.

I have the honour to be, Sir,
Your obedient servant
I. R. ECKART,
Acting Assistant-Secretary.

W. S. Taylor, Esq., Secretary,
Toronto, Grey and Bruce Railway Co.,
Toronto.

THE TORONTO, GREY AND BRUCE RAILWAY.

SECRETARY AND TREASURER'S OFFICE.
TORONTO, 6th March, 1872.

SIR,—I beg to acknowledge receipt of your favour of 5th inst. asking for information as to the points between which this company claims immediate payment from the Railway Fund, and requesting a statement to be furnished to you of the distances between said points.

I shall lay the matter at once before the directors, and in the mean time, I have ordered a statement such as you require to be at once prepared.

I am, Sir,
Your obedient servant,
(Signed.) W. SUTHERLAND TAYLOR.
Secretary and Treasurer.

To the Honourable,
The Provincial Secretary of Ontario.

THE TORONTO, GREY AND BRUCE RAILWAY.
SECRETARY AND TREASURER'S OFFICE.
TORONTO, 6th March, 1872.

SIR,—In reply to your favour of yesterday's date asking for a profile and plan of this line from Mount Forest to Teeswater *via* Wingham based upon actual survey, and calling attention to a former letter from you on the subject, I beg to inform you that no such letter has been received by me as the one you allude to,—Your letter of yesterday is the first request we have had on the subject.

I shall at once have the plans &c., prepared and forwarded to you, as however, the creation of the line beyond Wingham is not yet quite finished, it may be a few days before I may be able to comply with your request.

I am. Sir,
Ycur obedient servant,
W. SUTHERLAND TAYLOR.
Secretary and Treasurer.

To the Hon.
The Provincial Secretary of Ontario.

THE TORONTO, GREY AND BRUCE RAILWAY.
SECRETARY AND TREASURER'S OFFICE.
TORONTO, 13th March, 1872.

SIR.—Referring to my letter of 6th inst, I now beg to hand you enclosed a certificate by our Chief Engineer giving the distance between the points for which the company considers itself entitled to present payment from the Railway Fund; also certificates in verification of that by our Chief Engineer from the persons who made the actual measurements.

The plans and profiles asked for are almost completed and, if not ready in time to send to you this afternoon, they will certainly be sent to you early to morrow morning.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) W. SUTHERLAND TAYLOR,
Secretary-Treasurer.

To the Hon.
The Provincial Secretary of Ontario.

THE TORONTO, GREY AND BRUCE RAILWAY,
ENGINEER'S OFFICE,
TORONTO, 13th March, 1872.

I, Edmund Wragge, Chief Engineer of the Toronto, Grey and Bruce Railway, hereby certify that the distance from Orangeville station to Mount Forest station on the above-mentioned railway is thirty-eight miles and one thousand six hundred and fifty feet (38 miles, 1,650 feet), the distance being as follows between stations:

Orangeville to Amaranth	7	miles
Amaranth to Waldemar	2½	„
Waldemar to Luther	3½	„

Luther to Arthur	$10\frac{3}{4}$ miles.
Arthur to Kenilworth	7 ,,
Kenilworth to Mount Forest	$7\frac{5}{8}$,,
Total	$38\frac{3}{8}$ miles.

(Signed) EDMUND WRAGGE,
Chief Engineer.

ORANGEVILLE, 11th March, 1872.

I, John Alfred Thompson, hereby certify that I have measured the line of the Toronto, Grey, and Bruce Railway" from Orangeville station to Arthur station, and the total distance is twenty-three miles, three thousand six hundred and eighty-nine feet.

(Signed) JOHN ALFRED THOMPSON,
Engineer's Assistant.

ENGINEER'S DEPARTMENT,
TORONTO, GREY AND BRUCE RAILWAY,
MOUNT FOREST, 8th March, 1872.

This is to certify that I, John Simpson, District Engineer of the Arthur and Mount Forest section of the Toronto, Grey, and Bruce Railway, have measured the line of the above mentioned railway from Arthur station to Mount Forest station, and find the measurement of it to be fourteen miles, and three thousand two hundred and forty-one feet (14 miles and 3,241 feet).

(Signed) JOHN SIMPSON,
District Engineer.

THE TORONTO, GREY, AND BRUCE RAILWAY,
SECRETARY AND TREASURER'S OFFICE,
TORONTO, 13th March, 1872.

To the Honourable the Provincial Secretary of Ontario.

SIR,—In compliance with your request contained in your letter of the 5th instant, I beg to send you herewith the profile of the Bruce Extension of this line, together with the estimate in detail (based on actual survey) of the cost of the several sections of the road from Mount Forest to Teeswater, *via* Wingham.

I have the honour to be, Sir,
Your obedient servant,
JNO. GORDON,
President.

THE TORONTO, GREY, AND BRUCE RAILWAY,
ENGINEER'S OFFICE,
TORONTO, 13th March, 1872.

BRUCE EXTENSION.

Estimate No. 1.—*Mount Forest to Gorrie and Wroxeter—22 miles.*

Contract as awarded to Messrs. Mackenzie and Co., including grading, clearing, bridging, fencing, and ties	$105,000
Right of way station, grounds, and ballast pits	13,200

Stations	$9,000
Rails, 1540 tons at $60	92,400
Fastenings, 88 tons at $105	9,240
Tracklaying and Ballasting	26,400
Engineering	10,000
Contingencies, 5 per cent.	13,260
	$278,500

or per mile, $12,659, exclusive of any rolling stock.

(Signed) EDMUND WRAGGE,
Chief Engineer.

BRUCE EXTENSION.

Estimate No. 2.—Gorrie and Wroxeter to Wingham—9 miles.

Grading, clearing, fencing, bridging, and ties	$40,500
Right of way, station grounds and ballast pits	5,400
Stations	4,000
Rails, 630 tons, at $60	37,800
Fastenings, 36 tons, at $105	3,780
Tracklaying and ballasting	10,800
Engineering	4,500
Contingencies 5 per cent.	5,340
	$112,120

or per mile $12,450, exclusive of any rolling stock.

EDMUND WRAGGE,
Chief Engineer.

BRUCE EXTENSION.

*Estimate No. 3.—Wingham to Teeswater—*7 miles.

Grading, clearing, fencing, bridging and ties	$29,400
Right of way, station grounds and ballast pits	4,000
Stations	2,500
Rails 490 tons at $60	29,400
Fastenings, 28 tons at $105	2,940
Tracklaying and ballasting	8,400
Engineering	3,500
Contingencies 5 per cent	4,000
	$84,140

or per mile $12,020, exclusive of any rolling stock.

(Signed) EDMUND WRAGGE,
Chief Engineer.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 26th March, 1872.

SIR,—I have the honour to transmit herewith a copy of an Order in Council, approved by His Excellency the Lieutenant-Governor on the 25th instant, granting aid from the Railway Fund to the Toronto, Grey and Bruce and the Wellington, Grey and Bruce Railway Companies, the receipt of which you will be good enough to acknowledge.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.

W. Sutherland Taylor, Esq., Secretary,
Toronto, Grey and Bruce Railroad Company, Toronto.

TORONTO, GREY AND BRUCE RAILWAY: WELLINGTON, GREY AND BRUCE RAILWAY.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the 25th March 1872.

The Committee of Council have had under consideration the applications of the "Toronto, Grey and Bruce Railway Company," hereinafter called the Toronto Company, and the "Wellington, Grey and Bruce Railway Company," hereinafter called the Wellington Company, for aid out of the Railway Fund; and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the Toronto Company of a sum equal to two thousand two hundred and fifty dollars per mile of that portion of their railway between Harriston and Wingham, and the Committee further advise that the said grant of aid be upon the following conditions, that is to say:—

1. On condition that the Toronto Company shall, before the first day of June next, agree, by an instrument embodying all proper details and approved by the Lieutenant-Governor in Council, that in case the Wellington Company do comply with the conditions imposed on that company by this Order in Council, then the Toronto Company will do what may be necessary (including the works preparatory for the laying of a third rail) in order to give the Wellington Company running powers over that portion of the Toronto Company's railway between Harriston and Wingham, on terms to be settled between the companies by the award of the majority of three arbitrators, one to be chosen by each company, and the third by the two so chosen, or, in case of disagreement, by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of public aid granted under Order in Council, in respect of that portion of the Toronto Company's railway.

2. On condition that the Toronto Company shall, before the first day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, on that portion of their railway extending from Harriston *via* Wingham to Teeswater.

The Committee of Council further advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the Wellington Company of a sum equal to two thousand two hundred and fifty dollars per mile of that portion of their railway between Wingham and Kincardine.

The Committee further advise that the said grant of aid be upon the following conditions, that is to say:—

1. On the condition that the Wellington Company shall, before the first day of June next, agree by an instrument, embodying all proper details and approved by the Lieutenant-Governor in Council, to do what may be necessary (including the works preparatory for the laying of a third rail) in order to give the London, Huron and Bruce Railway Company running powers over that portion of the Wellington Company's line between Wingham and Kincardine, on terms to be settled in like manner as hereinbefore detailed in the first clause of the conditions imposed upon the Toronto Company.

2. On condition that the Wellington Company shall, before the first day of June next, agree in like manner, that in case the Toronto Company do comply with the conditions imposed on that company by this Order in Council, then the Wellington Company will do what may be necessary including the works preparatory for the laying of a third rail, in order

to give the Toronto Company running powers over that portion of the Wellington Company's line, between Wingham and Kincardine, on terms to be settled in like manner as hereinbefore detailed in the first clause of the conditions imposed on the Toronto Company.

3. On condition that the Wellington Company shall, before the first day of December next, furnish proof, to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, on that portion of their railway extending from Wingham, *via* Lucknow, to Kincardine.

The Committee further advise that payment be authorized, in respect of any portion of the Toronto Company's railway, between Harriston and Wingham, not less than twenty miles in length, and in respect of any portion of the Wellington Company's Railway, between Wingham and Kincardine, not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion, and on proof, to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works between the said points respectively.

Certified.

(Signed) J. G. Scott.
C. E. C.

Executive Council Chamber,
26th March, 1872.

The Toronto, Grey and Bruce Railway,
Secretary and Treasurer's Office,
Toronto, 27th March, 1872.

To the Honourable Peter Gow,
Provincial Secretary.

Sir,—I beg to acknowledge receipt of your favour of 26th instant, enclosing copy of an Order in Council, granting aid from the "Railway Fund" to the "Toronto, Grey and Bruce," and the "Wellington, Grey and Bruce Railway Companies."

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. Sutherland Taylor,
Secretary and Treasurer.

Provincial Secretary's Office,
Toronto, 2nd April, 1872.

Sir,—I have the honour to call your attention to the fact that, under the Orders in Council granting aid, the "Toronto, Grey and Bruce Railway Company" is interested in an agreement to be made for running powers, and to request you to forward, at your earliest convenience, a draft of the agreement which, in the opinion of that company, should receive the assent of the Government.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. Eckart,
Acting Assistant-Secretary.

W. Sutherland Taylor, Esq., Secretary,
Toronto, Grey and Bruce Railway Company,
Toronto.

THE TORONTO, GREY AND BRUCE RAILWAY,
SECRETARY AND TREASURER'S OFFICE,
TORONTO, 3rd April, 1872.

To the Hon. the Provincial Secretary of Ontario.

SIR,—I beg to acknowledge receipt of yours of 2nd instant, asking for a draft of the agreement regarding running powers which, in the opinion of this company, should receive the assent of the Government. The matter will be at once attended to.

I am, Sir,
Your obedient servant,
(Signed) W. SUTHERLAND TAYLOR,
Secretary and Treasurer.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 9th May, 1872.

SIR,—I am directed to transmit herewith a draft agreement between the "Toronto, Grey and Bruce," and the Wellington, Grey and Bruce Railway Companies, the receipt of which you will be good enough to acknowledge.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assistant-Secretary.

W. Sutherland Taylor, Secretary,
Toronto, Grey and Bruce Railway Company,
Toronto.

THE TORONTO, GREY AND BRUCE RAILWAY,
SECRETARY AND TREASURER'S OFFICE,
TORONTO, 13th May, 1872.

To the Hon. the Provincial Secretary, Toronto.

SIR,—I beg to acknowledge receipt of a draft agreement between this company and the Wellington, Grey and Bruce Railway Company, enclosed in your letter of 9th instant.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. SUTHERLAND TAYLOR,
Secretary and Treasurer.

TORONTO, GREY AND BRUCE RAILWAY,
TORONTO, 30th May, 1872.

The Honble. PETER GOW,
Provincial Secretary.

DEAR SIR,—Herewith find the agreement as to running powers between the Toronto, Grey and Bruce Railway Company, and the Wellington, Grey and Bruce Company, under the Order in Council of 25th March, with seal of the Toronto, Grey and Bruce Railway Company affixed, and verified by signature of John Gordon, the President.

I have the honour to be,
Yours obdt.,
(S'd.) W. H. BEATTY.

AN AGREEMENT, made the thirtieth day of May, in the year of our Lord one thousand eight hundred and seventy-two, between The Toronto, Grey and Bruce Railway Company, hereinafter called "The Toronto Company," and The Wellington, Grey and Bruce Railway Company, hereinafter called "The Wellington Company."

Whereas the companies parties hereto, are authorized under the Acts relating thereto, respectively, to construct their respective lines of railway to Lake Huron, at or near the Village of Kincardine:

And whereas in its course, the line of the Toronto Company intersects the main line of the Wellington Company, at or near the Village of Harriston, in the Township of Minto, and its proposed line to Kincardine, at or near the Village of Wingham, in the Township of Turnbury:

And whereas, by an order of His Excellency the Lieutenant-Governor in Council, dated the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and seventy two, made under the Act in aid of Railways, but requiring confirmation by the Legislative Assembly, pursuant to the Act amending the same, by resolution of the Legislative Assembly of Ontario, it was provided that the payment to be made the said Toronto Company out of the railway fund, should be subject to the condition (amongst others) that the said Toronto Company should, before the first of June next, agree by an indenture, embodying all proper details and approved by the Lieutenant-Governor in Council, that in case the Wellington Company do comply with the conditions imposed upon that company by the said Order in Council, then the Toronto Company would do what might be necessary, including the works preparatory for the laying of a third rail in order to give the Wellington Company running powers over that portion of the railway of the Toronto Company lying between the said points of intersection, near the said Village of Harriston and the said Village of Wingham, respectively, on terms to be settled by arbitration, as in the said order mentioned:

Therefore, in pursuance of the said Order in Council, and for giving effect to the terms of the said recited conditions, it is hereby mutually agreed by and between the said Toronto Company, of the one part, and the said Wellington Company, of the other part, as follows, that is to say:—

1. On the completion by the Toronto Company of the said portion of their railway, the Wellington Company and their officers and servants, from time to time may run over, work and use the same with their engines, carriages and waggons of every description, and for the purpose of traffic of all kinds, and may use the stations, watering places, works and conveniences connected therewith, upon such terms, stipulations and conditions, and upon the payment of such tolls, or other consideration as may be agreed upon between the Toronto Company and the Wellington Company.

2. Failing such agreement, the terms, stipulations, conditions and payments for such running over, working and using of the said portion of railway shall be such terms, stipulations, conditions and payments as shall be determined by arbitration, in the manner hereinafter provided.

3. The Toronto Company engages to so construct the said portion of their railway that it shall be sufficient in width and stability of embankment, road bed, bridges and superstructure, and with a rail of sufficient weight that the Wellington Company may by laying down a third rail thereon in order to overcome the difference in the gauge of the said railways make the said portion readily available for the exercise of the running powers mentioned in the preceding clause and in case of any difference between the said two companies in respect of the matters in this clause mentioned the same shall be determined by arbitrators in the manner hereinafter provided.

In the event of the Toronto Company failing to complete the said portion of railway within the time contemplated by the said recited Order in Council or becoming disentitled to the aid authorized thereunder, the Wellington Company shall be at liberty to apply to His Excellency the Lieutenant-Governor in Council for aid in respect of the said portion of the said line of railway.

5. If the Toronto Company and the Wellington Company shall be unable to agree upon any of the foregoing matters in which it is provided that arbitration shall be resorted to in case of disagreement then, unless both parties shall concur in the appointment of

a single arbitrator, each party on the request of the other party shall nominate and appoint one disinterested person as arbitrator on their respective behalves and those two shall choose a third who shall likewise be a disinterested person and the award of the said three arbitrators or any two of them shall be binding on both parties to the said submission.

6. In proceeding to arbitration either of the companies may give to the other party notice in writing naming the arbitrator of the party desiring such arbitrations and requiring the other party to name an arbitrator on behalf of the party so served as aforesaid and setting out the matters upon which arbitration is required, and thereupon within thirty days after the service of such notice upon the party so required to name an arbitrator as aforesaid, such party shall name their arbitrator and shall give notice thereof in writing to the party requiring the said arbitration. But in case the company so notified shall refuse or neglect to appoint an arbitrator and notify the other company of such appointment then the other company may apply to the Lieutenant-Governor in Council to appoint an arbitrator for such company refusing or neglecting, and the Lieutenant-Governor in Council shall have power to appoint an arbitrator, and the said two arbitrators shall within ten days after the service of the said last mentioned notice meet and choose a third arbitrator, and in case of disagreement the said third arbitrator shall be appointed by the Lieutenant-Governor in Council and the said three arbitrators or in case any one of them refuses or fails to act, any two of them shall in writing appoint a time and place of meeting to hear and determine the said matters so in dispute and respecting which the parties cannot agree as aforesaid, of which meeting both parties to the said reference and in case the appointment is made by two of the arbitrators the arbitrator who may not have joined in making such appointment shall have at least ten days' notice in writing, and thereupon at the time and place so named and fixed, the said three arbitrators or any two of them shall proceed to hear the said parties and shall determine the matter or matters so submitted as aforesaid and such award so made by the said three arbitrators or any two of them shall be binding on both parties.

7. The said notices and proceedings, up to the meeting of the said arbitrators, shall be a submission between the said parties, and as such may be made a rule of any of Her Majesty's Superior Courts for Ontario at Toronto.

8. Any such award so made, save only as to the point of junction of the said two railways, if that be a matter so referred, shall extend in the first instance to the period of three years from the date thereof, and in subsequent instances to periods of five years respectively, but for such time as any powers mentioned in the said award may have been exercised before the making of such award, in consequence of the time required to bring about the arbitration, the said award shall be taken as fixing the tolls or other considerations to be paid for the exercise of the said powers up to the date of the said award.

9. At the expiration of the said first period of three years if the said companies cannot agree upon the terms, stipulations, conditions and payments upon which the running powers hereinbefore mentioned shall be exercised, then the said parties shall proceed to fix such terms, stipulations, conditions and payment by arbitration in the manner above provided; and so on from time to time for the period of five years only at any one time, so long as the said powers are required, and until such new award shall be made the award preceding it shall be the rule and guide between the parties.

10. In making any award upon the matters referred, the arbitrators shall have regard to the amount of aid granted to the Toronto, Grey and Bruce Railway Company, in respect of the said portion of railway under the said recited Order in Council; and shall also have regard to the additional expenditure caused to the Toronto Company, by reason of adapting the said portion of their line so as to be available for the gauge of the Wellington Company.

11. The arbitrator or arbitrators to be appointed for any purpose under this agreement and under a similar agreement between the parties hereto for granting to the Toronto Company running powers over the railway of the Wellington Company, between Wellington and Kincardine, shall, unless the parties otherwise agree, be identical.

12. The companies, parties hereto, will respectively promote and consent to such applications to the Legislature of the Province of Ontario, or of the Dominion of Canada, as may be necessary to make valid, or to give effect to this agreement, and in the event

of either company omitting or refusing so to do, such company shall cease to be entitled to any benefit of the said recited Order in Council, in respect of the said portions of railway.

13. This agreement shall be void, unless the said Order in Council be confirmed by resolution of the Legislative Assembly of Ontario at its next session.

14. This agreement shall also become void, in case the Wellington Company do omit or refuse to enter into an agreement with the Toronto Company, pursuant to the terms of the conditions in that behalf, contained in the Order in Council by which aid is granted to the portions of the line of the Wellington Company between the Village of Wingham and the Village of Kincardine, so as to thereby effectually secure to the Toronto Company running powers over said last mentioned portion of the line of the Wellington Company.

In witness whereof the said companies, parties hereto, have hereunto affixed their corporate seals, and

Signed sealed and delivered in the presence of
R. H. DEE,
Clerk to Beatty, Chadwick & Lash, Solicitors, Toronto.

(Signed,) JOHN GORDON,
President, [Seal.]
T. G. B.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the Seventh day of June, A. D. 1872.

The Committee of Council have had under consideration the agreement executed by the Toronto, Grey and Bruce Railway Company, dated 30th May, 1872, for granting running powers to the Wellington, Grey and Bruce Railway Company, over that portion of the railway of the Toronto, Grey and Bruce Railway Company, between Harriston and Wingham.

The Committee advise that the said agreement be approved of by your Excellency.

Certified,
J. G. SCOTT,
Clerk, Executice Council, Ontario.

27th January, 1873.

THE TORONTO, GREY AND BRUCE RAILWAY,
SECRETARY AND TREASURER'S OFFICE,
TORONTO, 14th June, 1872.

SIR,—The Board of Directors of the Toronto, Grey and Bruce Railway Company have instructed me to write and request you to inform them whether the agreement required by the Government to be entered into by the "Wellington, Grey and Bruce Railway Company," has been executed by that company, giving to the "Toronto, Grey and Bruce Railway Company" running powers over the "Wellington, Grey and Bruce Railway Company's" line from Wingham to Kincardine.

I am, Sir,
Your obedient servant,
(Signed) W. SUTHERLAND TAYLOR,
Secretary and Treasurer.

To the Hon. the Provincial Secretary of Ontario.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 17th June, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 14th instant, and to inform you in reply, that the agreement required by the Government to be entered into by the "Wellington, Grey and Bruce Railway Company" granting running powers over that company's line from Wingham to Kincardine to the "Toronto, Grey and Bruce Railway Company" has not been executed.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) I. R. ECKART,
Acting Assistant-Secretary.

W. Sutherland Taylor, Esq.,
Secretary.
Toronto, Grey and Bruce Railway Company, Toronto.

THE TORONTO, GREY AND BRUCE RAILWAY, PRESIDENT'S OFFICE,
TORONTO, 18th Sept., 1872.

SIR,—I beg to bring under your notice the position of the "Toronto, Grey and Bruce Railway Company" and its rails. The Bank of Montreal who have paid for the rails have kindly allowed us every facility to get the same up to our track, and at present nearly the whole quantity for the Grey extension—about 5,000 tons—is lying at the junction above Orangeville and at Owen Sound, and I believe track-laying is commenced at both ends of the line; but the bank's draft for payment of this iron is now over due. The bank declines to allow us to lay this iron as they say very justly: "In addition to default of payment, we would be giving up our lien upon the property, coupled with the very severe stringency now in the money market could not in all fairness be asked. The amount of the bank's advance is about $180.000, now the road is about graded throughout and ready for the iron, as fast as the contractors can lay it from both ends, and we now ask your assistance to enable us to proceed. I would suggest, if I may be allowed, that the Government pay the bank so far as their allowance to the company for this section will permit, take possession, if necessary, of the iron and allow us to proceed. Any ordinary security or a bond required for the due fulfilment of the contract on behalf of the company would be given.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOHN GORDON,
President. T., G. and B. R. Co.

The Honourable Commissioner of Public Works.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 24th September, 1872.

SIR,—In reply to your application on behalf of the "Toronto, Grey and Bruce Railway Company," for an advance of money to pay the iron rails on which the Bank of Montreal holds a lien, I beg to say that the Government have no power to make any payments of money otherwise than under the provisions of the "Railway Aid Act," and in accordance with the Order in Council sanctioned by the Legislative Assembly last session.

The Government will however afford every facility to enable the company to assign any accruing claims they may have to the Bank of Montreal on account of the railway from Orangeville to Owen Sound.

I have the honor to be,
Sir,
Your obedient servant.
(Signed,) I. R. ECKART,
Acting Assistant-Secretary.

John Gordon, Esq.,
President,
Toronto, Grey and Bruce Railway Company, Toronto.

THE TORONTO, GREY & BRUCE RAILWAY,
PRESIDENT'S OFFICE,
TORONTO, 1st October, 1872.

The Hon. the Provincial Secretary of Ontario.

SIR,—I have the honour to acknowledge receipt of your letter of 24th ult., which was duly laid before the board. The directors have requested me to thank the Government for its kind offer to allow every facility to assign any accruing claim it may have under the Railway Aid Act to the Bank of Montreal as regards that portion of its road from Orangeville to Owen Sound. After consulting with the bank the board finds that this offer would have to be carried out under the terms of the Act referred to, and consequently would not relieve the bank from its large overdue drafts, nor the company from the very serious interest which the bank would be entitled to charge, and doubtless will charge under the circumstances. The advance, as already stated and overdue, amounts to $180,000. The board is desirous of stating that when this credit was obtained from the Bank of Montreal without any margin, it was expected that the locomotives ordered from England last autumn, would have been delivered here in ample time to enable the company to lay the iron before the maturity of the drafts, so that all that the Bank would require would be the ordinary corporate security of the company, that the requirements of the Railway Aid Act would be complied with. In the delivery of said locomotives the board has been sadly disappointed, and although a certain amount of plant will have to be spared to lay the iron this autumn, still the board feels that unless the fall will prove more than ordinary favourable, it will be impossible to lay more than two-thirds of the track this winter, although every other preparation is sufficiently forward. Under these circumstances it has been suggested by the board, and I was requested to bring the proposition under your notice, and that of your colleagues, that the Government should be asked to deposit in the bank of Montreal, the amount which the company will be entitled to receive under the provisions of the Railway Aid Act, thus enabling the company to make reasonable terms with the Bank of Montreal for a settlement for the iron, and also enabling them to take advantage of the present very favourable rates ruling for sterling exchange in closing their foreign credit. It is understood that, in the event of this arrangement being carried out, the Bank of Montreal will assume the responsibility that the railway company will comply with the provisions of the Railway Aid Act. Should the Government prefer the negociation to be made through any other bank than the Bank of Montreal, that institution, I understand, will be quite willing to allow another bank or banks to assume its position.

The board deeply regrets having again to bring this—to it a very important matter—under your notice, but when above exceptionable circumstances are considered, together with the fact that the company has just completed 87 miles of railway, and have over a hundred miles more under construction, also the great difficulties connected with the labour market, and the great rise in the price of material, the directors feel sure that the Government will do everything possible to meet their views, and enable them to prosecute their undertaking with the greatest economy of its available means.

The favour of the early consideration of the Government will much oblige.

I have the honour to be,
Sir,
Your Obedient Servant,
(Signed,) JOHN GORDON,
President, T. G. & B. Railway Co.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 4th October, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of October 1st, in which you set forth the difficulties encountered by your company in finishing the railway, and again request the Government to assist in removing the difficulties.

Your proposal that the Government should deposit the amount granted under the "Railway *Aid Act*," in the Bank of Montreal, cannot be entertained, if it is meant that the sum ($136,000) should be placed to the credit of the bank or any person acting for it, as that would practically be a payment on the railway account. If it is only meant to be an assurance to the bank that the money will be available to the company when the conditions of the grant are complied with, the previous proposal of the Government covers the whole ground, as an assignment by the company of its accruing rights to the bank would surely be sufficient if accepted by the Government. You say the "Bank will assume the responsibility that the railway company will comply with the provisions of the Railway Aid Act." The Government see no reason for requiring such guarantee as a condition of aiding the company. You seem to assume that your proposal was declined because of some such fear, when it was really declined for the simple reason that there was no authority for complying with your request. You will observe that the requirements of the second section of chapter two of the Statutes of 1870-71 are specific and positive, "that *no payment shall be made till the said Commissioner of Public Works shall have reported as aforesaid*," *such Report being* "*that such company has completed such portion of its road in respect of which payment is to be made, including sidings and stations, within the period of completion of the road named in the Act or Acts relating thereto.*"

It is useless to discuss the question whether the "exceptional circumstances" you allude to would or would not justify the Government in departing from the letter of the law in making money advances, as there is no fund at the disposal of the Government from which such payments could be made.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) PETER GOW,
Secretary.

John Gordon, Esq., President,
T. G. and Bruce R. R. C., Toronto.

THE TORONTO GREY AND BRUCE RAILWAY,
PRESIDENT'S OFFICE,
5th October, 1872.

To the Hon. the Provincial Secretary of Ontario.

SIR,—I have the honour to acknowledge your letter of the 4th instant, which calls for no special reply, did I not feel that my letter of the 1st instant was either misunderstood or misconstrued. I beg now to state that the proposition there made, meant, pure and simple, that the Government would deposit the amount named to its own credit, with the Bank of Montreal, under the same conditions as now with other banks, asking no promises or guarantees from the bank, and which would be simply placing the bank in possession of funds which it in any case would ultimately fall into, and which would certainly prove a great saving to the company, as already referred to.

The board, composed as it is of practical business men, believing the Government was anxious to aid the company, felt that in regard to this proposition, the Government, although indirectly aiding the company, committed no breach, in either the letter or spirit of the Railway Aid Act. So far as an assignment to the bank, of any accruing claims from the Government is concerned, I am pleased to believe that the bank would equally value the bond of the board, or one of its members.

I have the honour to be, Sir,
Your obedient servant,
(Signed) JOHN GORDON.
President.
Toronto, Grey and Bruce Railway Company.

JOHN GORDON, ESQ.,
President Toronto, Grey and Bruce Railway, Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 18th October, 1872.

SIR,—I am directed to inform you that the Government has replied to the several communications of the Toronto, Grey and Bruce Railway Company, respecting the aid asked for by them in advance of that authorized by the Order in Council respecting that road; and to request, should the company desire to offer additional reasons on behalf of their application (as would appear to be the case from your personal interview with some of the members of the Government yesterday,) that they formally submit such reasons for the consideration of the Government.

I have the honour to be, Sir,
Your obedient servant,
(Sd.) I. R. ECKART.
Acting Assist.-Secretary.

THE TORONTO, GREY AND BRUCE RAILWAY,
PRESIDENT'S OFFICE,
TORONTO, 18th Oct., 1872.

SIR,—I beg to acknowledge receipt of your communication of this date, wherein you say that the Government has replied to the several communications of the Toronto, Grey and Bruce Railway Company, &c.

Permit me to state that my letter of (5th) fifth instant still remains unanswered.

I feel that my letters of 1st and 5th instant respectively put the case of the company so plainly, that any further explanations from me would be superfluous, and particularly when same are taken in conjunction with the personal interview which I had the honour of holding with some of the members of the Government already referred to by you.

I have the honour to be, Sir,
Your obedient servant,
(Sd.) JOHN GORDON,
President, Toronto, Grey and Bruce Railway Company.

The Honourable the Provincial Secretary of Ontario.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 21st October, 1872.

SIR,—I am directed to acknowledge receipt of your letter of the 18th instant, and to say, in reply, that assuming the proposition of your company to the Government to be that it should deposit in the Bank of Montreal the sum of $136,000, the probable amount of aid your company is to receive under the conditions of the Order in Council, the Government could not accede to this proposal involving, as it does, a breach of its financial policy with respect to Government deposits.

I have the honour to be, Sir,
Your obedient servant,
(Signed.) I. R. ECKART
Acting Assistant-Secretary.

John Gordon, Esq.,
President,
Toronto, Grey and Bruce Railway Company,
Toronto.

THE TORONTO, GREY AND BRUCE RAILWAY.
SECRETARY AND TREASURER'S OFFICE,
TORONTO, 9th Nov., 1872.

SIR,—I am instructed by the Board of Directors of the Toronto, Grey and Bruce Railway Company to transmit to you the following original documents :

Contract, Francis Shanly and the Toronto, Grey and Bruce Railway Company, dated 31st October, 1871, providing for the completion of all the work on the Grey line from Orangeville to Side Road 60 in Holland.

Contract, John Shedden *et al.* and the Toronto, Grey and Bruce Railway Company, dated 31st October, 1871, same as last, from Side Road 60 to Owen Sound.

Contract, John Shedden *et al.* and the Toronto, Grey and Bruce Railway Company, dated 6th June, 1872, for the work on the line from Mount Forest to Wroxeter, exclusive of track-laying.

As evidence of bona fide and sufficient contracts for the completion of the works on the lines from Orangeville to Owen Sound, and from Mount Forest to Harriston, as required by the Order in Council passed under the Act in aid of railways.

I am directed by the board to request that these documents may be put in your fire-proof vault for safe-keeping when not being used ; and that they may be returned to me as soon as possible.

Also, I herewith send you copies of the same (which you can retain) embracing the whole contracts excepting the detailed specifications for the station buildings, which you will see, are very long, and are not a material part of the contract.

The board would respectfully request that a day may be named on which it would be convenient for such members of the Government as can do so to meet a deputation from the board with reference to that part of the railway between Harriston and Teeswater.

I have the honour, to be, Sir,
Your obedient servant,
(Signed) W. SUTHERLAND TAYLOR,
Secretary.
Toronto, Grey and Bruce Railway.

Hon. T. B. Pardee,
Provincial Secretary.

TORONTO, GREY AND BRUCE RAILWAY
OFFICE OF SECRETARY AND TREASURER,
TORONTO, 16th November, 1872.

SIR,—Referring to my communication of 9th inst, the directors of this company will be glad to know when it will be convenient for the members of the Government to grant them an interview in regard to the Government subsidy on that portion of the line from Harriston to Teeswater. As it will be necessary for the company to take action in regard to the route &c., before the 1st. of December, the directors are anxious to have the proposed interview as soon as the Government can conveniently arange to grant it.

I am,
Sir,
Your obedient servant,
(Signed) W. SUTHERLAND TAYLOR,
Sec. and Treas.

The Hon. Provincial Secretary of Ontario.

PROVINCIAL SECRETARY'S OFFICE
TORONTO, 20th November, 1872.

SIR,—I am directed to transmit herewith a copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, and dated 19th November, inst., declaring that proof has been furnished to the satisfaction of His Excellency in Council of a *bona fide* and sufficient contract for the completion of the works on the Toronto, Grey and Bruce Railway between Mount Forest and Harriston in accordance with the requirements of the Order in Council of 28th February last, in reference to that portion of the road of that railway.

I am also directed to intimate that the Government will be prepared to meet a deputation from the Toronto, Grey and Bruce Railway Company with reference to the portion of the road between Harriston and Teeswater to-morrow (Thursday) at three o'clock, at the Attorney-General's office.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assistant-Secretary.

W. Sutherland Taylor, Esq.,
Secretary Toronto, Grey and Bruce Railway, Toronto.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the 19th day of November, A.D., 1872.

Upon consideration of the report of the Honourable, the Attorney-General, dated the first November, A.D. 1872, the Committee advise that it be declared that proof has been furnished to the satisfaction of your Excellency in Council of a *bona fide* and sufficient contract for the completion of the works on the Toronto, Grey and Bruce Railway between Mount Forest and Harriston in accordance with the requirements of the Order in Council dated 28th February last, in reference to that portion of the road of the said said railway.

Certified,
(Signed) J. G. SCOTT,
Clerk of Executive Council.

20th November, 1872.

THE TORONTO GREY AND BRUCE RAILWAY,
PRESIDENT'S OFFICE,
Toronto, 22nd Nov. 1872.

The Honourable T. B. PARDEE,
Provincial Secretary.

SIR,—Referring to the application made to the Government yesterday by a deputation from the "Toronto, Grey and Bruce Railway Company," for an alteration in the terms of the Order in Council passed in March last, the Wellington, Grey and Bruce Railway Company having declined to accept the aid granted, and give running powers to this company from Wingham to Kincardine, there is consequently no object to be gained by the construction of the "Toronto, Grey and Bruce Railway" to Wingham, and thence to Teeswater, and the ratepayers of Culross declining to give their bonus unless the road is built from Wroxeter direct to Teeswater, a deputation waited upon the Hon. Mr. Blake for the purpose of ascertaining from him whether it would be satisfactory to the Government that the company should build the road direct to Teeswater, to which he replied that he would advise his colleagues to make a change in the Order in Council allowing the company to build direct to Teeswater.

The company, in consequence of delays, and a decision not having yet been made by the Government, have been unable to let the contract on that part of their line from Wroxeter to Teeswater, and are desirous that the Government should rescind the Order in Council of March last, so far as it relates to that portion of the line from Harriston to

Teeswater, and pass an Order in Council allowing the company to go from Harriston to Wroxeter, and thence to Teeswater direct, granting them the same aid per mile from Harriston to Teeswater, as was in the Order of March last granted from Harriston to Wingham, and extend the time until the first of January to furnish proof of *bona fide* and sufficient contract for the completion of the works exclusive of track-laying on that portion from Wroxeter to Teeswater, proof having already been given of a *bona fide* and sufficient contract from Harriston to Wroxeter.

I would respectfully urge upon you the necessity of giving aid to the extent of $2,250 per mile, in consequence of the very greatly increased cost of material, labour, rails, and every article in connection with railway building since the arrangement was made with the municipalities in November, 1871, the difference in the cost of rails alone being some £4 10s sterling per ton, and the quantity required from Mount Forest to Teeswater being 2,500 tons, involving an additional cost to the already heavily taxed resources of the company of some $55,000.

The extra mileage that the company asked for by this change will not exceed four miles.

I have the honour to be,
Respectfully yours,
(Signed.) JOHN GORDON,
President.

ATTORNEY-GENERAL'S DEPARTMENT, ONTARIO,
TORONTO, 27th November, 1872.

MY DEAR SIR,—Referring to the subject of your letter, dated 22nd instant, to the Provincial Secretary, I am instructed by the Attorney-General to say that he will recommend that an Order in Council be passed subject to the ratification by the Legislative Assembly extending the time for furnishing proof of a contract for the construction of the line between Harriston and Teeswater *via* Wingham until 1st January next. The Government have not yet been able fully to consider the application mentioned in your letter but intend doing so at a very early day.

I have the honour to be
Your obedient servant,
(Signed) J. G. SCOTT.

John Gordon, Esq.,
President,
Toronto, Grey and Bruce Railway Company.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 29th November, 1872.

SIR,—I am directed to transmit herewith a copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the 27th day of November, declaring that proof has been furnished to the satisfaction of His Excellency of a *bona fide* and sufficient contract for the completion of the works on the "Toronto, Grey and Bruce Railway Company's" line between Orangeville and Owen Sound in accordance with the requirements of the Order in Council dated 28th February last, relating to that portion of the road of the said railway.

I have the honour to be, Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting Assistant-Secretary.

W. Sutherland Taylor, Esq,,
Secretary,
Toronto, Grey and Bruce Railway Company,

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty seventh day of November, A.D. 1872.

Upon consideration of the Report of the Honourable the Attorney-General dated the 26th November, A.D. 1872, the Committee advise that it be declared that proof has been furnished to the satisfaction of your Excellency in Council of a *bona fide* and sufficient contract for the completion of the works on the "Toronto, Grey and Bruce Railway Company's" line between Orangeville and Owen Sound in accordance with the requirements of the Order in Council, dated 28th February last, in reference to that portion of the road of the said railway.

Certified,
(Signed) J. G. Scott,
Clerk Executive Council, Ontario.

28th November, 1872.

Provincial Secretary's Office,
Toronto, 6th December, 1872.

Sir,—I am directed to transmit herewith a copy of an Order in Council, approved by His Excellency the Lieutenant Governor, the 30th day of November, 1872, extending the time allowed the "Toronto, Grey and Bruce Railway," for furnishing proof of a *bona fide* and sufficient contract for the completion of the works—exclusive of track-laying—on that portion of the road from Harriston *via* Wingham to Teeswater, to the 1st day of January next.

I have the honour to be, Sir,
Your obedient servant,
I. R. Eckart,
Acting Assistant-Secretary.

W. S. Taylor, Esq.,
Secretary,
Toronto, Grey and Bruce Railway, Toronto.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the Thirtieth day of November, A. D. 1872.

Upon a report of the Hon. the Attorney-General, dated the 30th November, 1872, the Committee of Council advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative,) the time allowed the Toronto, Grey and Bruce Railway Company by the Order in Council of 25th March last, for furnishing proof to the satisfaction of the Lieutenant-Governor in Council of a *bona fide* and sufficient contract for the completion of the works, exclusive of track-laying on that portion of the Toronto, Grey and Bruce Railway extending from Harriston *via* Wingham to Teeswater, be extended to the first day of January next.

Certified,
(Signed.) J. G. Scott,
Clerk Executive Council, Ontario.

3rd December, 1872.

Provincial Secretary's Office,
Toronto, 20th December, 1872.

Sir,—Adverting to your communication, under date 22nd November last, having reference to the application made to the Government, by a deputation from the "Toronto, Grey and Bruce Railway Company," for an alteration in the terms of the Order in Coun cil of March last, I am directed to inform you that the Government is prepared to advise an Order in Council being passed granting aid to that company in lieu of the grant made by Order of 25th March last, and allowing the company to run the line of their road from Wroxeter to Teeswater direct.

The Government is, however, unable to see their way (consistently with what has been done in other cases) to grant more than two thousand dollars a mile or to allow for the additional mileage mentioned in the application, but are willing that the time for furnishing proof of contract be extended to 15th January next.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting Assistant-Secretary.

John Gordon, Esq.,
President,
Toronto, Grey and Bruce Railway Company,
Toronto.

TORONTO, GREY AND BRUCE RAILWAY,
SOLICITOR'S OFFICE, 58 KING STREET, EAST,
TORONTO, 14th January, 1873.

I. R. ECKART, Esq.

DEAR SIR,—Please give the bearer the original contracts.

F. Shanly and Toronto, Grey and Bruce Railway Company, Grey Line.

McKenzie and Company and Toronto, Grey and Bruce Railway Company, Grey Line.

Left with the Provincial Secretary as required under the Order in Council. They have not been returned to us.

I am yours,
(Signed) W. H. BEATTY.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 14th January, 1873.

SIR,—I have the honour to transmit herewith, in accordance with your request, several contracts for the construction of certain portions of the line of the Toronto, Grey and Bruce Railway, on the understanding that certified copies thereof are furnished to this Department without delay.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting Assistant-Secretary.

W. H. Beatty, Esq.,
Solicitor to the
Toronto, Grey and Bruce Railway Company.
Toronto.

(Copy.)

TORONTO, GREY and BRUCE RAILWAY,
SOLICITOR'S OFFICE, 58, KING STREET, EAST,
TORONTO, 14th January, 1873.

DEAR SIR,—Herewith find original contract between Thomas and John Robinson and the Toronto, Grey and Bruce Railway Company for the construction of that part of the company's line from Gorrie and Wroxeter to Teeswater ; also original bond of sureties and copies of contract and bond. So soon as you have done with the originals please have the same returned, the above being sent as evidence of a *bona fide* contract for the work required to be done under the Order in Council.

I am, yours,
(Signed) W. H. Beatty.

Hon. T. B. Pardee,
Provincial Secretary, Ontario.

Memo.—Copies of contract and bond retained at Provincial Secretary's office.

"A."

Provincial Secretary's Office,
Toronto, 14th January, 1873.

Sir,—I have the honour to acknowledge the receipt, through you, of an original contract between Thomas and John Robinson and the Toronto, Grey and Bruce Railway Company for the construction of the company's line from Gorrie and Wroxeter to Teeswater, with the original bond of sureties and copies of contract and bond, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. Eckart.
Acting Assistant-Secretary.

W. H. Beatty, Esq.,
Solicitor for the
Toronto, Grey and Bruce Railway Company, Toronto.

Toronto, Grey and Bruce Railway,
Solicitor's Offices,
Toronto, 17th January, 1873.

Dear Sir,—In reply to yours of the 16th inst., we herewith enclose you the copies, contracts, and bonds sent to us to be verified, with notarial certificates verifying them attached, as follows :

Contract	Shedden, *et al*	31st Oct., 1871
,,	" (Mackenzie)	6th June, 1872
,,	Shanly	31st Oct., 1872
Bond	" *et al*	,,
,,	Macdonald, *et al*	20th Dec., 1872

—all to the Toronto, Grey and Bruce Railway Company.

You will observe that in two of them, certain detail specifications attached to the original, are not attached to copies ; these are very long, and in no way affect the contract, and have therefore not been attached, and apply only to station-houses and outhouses.

I have the honour to be, Sir,
Your obedient servant,
(Signed) W. H. Beatty.
Solicitor, Toronto, Grey and Bruce Railway.

I. R. Eckart, Esq.,
Provincial Secretary's Office, Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 18th January, 1873.

SIR,—I have the honour to acknowledge the receipt of your letter of the 17th inst., enclosing copies of contracts and bonds, with notarial certificates attached, having reference to the Toronto, Grey and Bruce Railway.

I have the honour to be, Sir,
Your obedient servant,
I. R. ECKART,
Acting Assistant-Secretary.

W. H. Beatty, Esq.,
Barrister, &c., Toronto.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence since February 1872, relating to the payment of a subsidy to the Southern Extension of the Wellington, Grey and Bruce Railway and the Toronto, Grey and Bruce Railway with copies of all Orders in Council respecting said Railways.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 27th January, 1873.

WELLINGTON, GREY AND BRUCE RAILWAY, SCHEDULE OF CORRESPONDENCE AND ORDERS IN COUNCIL.

1872.

March 5th.—Letter from Acting Assistant Secretary Eckart to Mr. McGiverin, the President W., G. & B. Railway.
" 5th.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.
" 7th.—Letter from President W., G. & B. Railway to J. R. Eckart Acting Assistant Secretary.
" 8th.—Letter from President W., G. & B. Railway, to Provincial Secretary.
" 8th.—Letter from President W., G. & B. Railway to Provincial Secretary,
" 14th.—Telegram from Provincial Secretary to President W., G. & B. Railway and answer to same.
" 16th.—Letter from President W., G. & B. Railway to Provincial Secretary.

1871.

Sept 13th.—Abstract from Wellington, Grey and Bruce Railway Papers respecting Contracts.

1872.

March 11th.—Abstract from Wellington, Grey and Bruce Railway Papers respecting Contracts.
" 11th.—Telegram from President W., G. & B. Railway to Provincial Secretary.
" 19th.—Telegram from President W., G. & B. Railway to Provincial Secretary.
" 19th.—Telegram from Provincial Secretary to President W., G. & B. Railway.
" 26th.—Letter from Provincial Secretary to President W., G. & B. Railway.
" 25th.—Order in Council.
" 30th.—Letter from President W., G. & B. Railway to Provincial Secretary.
April 2nd.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.
" 2nd.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.
" 4th.—Letter from President W., G. & B. Railway to Provincial Secretary.

April 10th.—Letter from President W., G. & B. Railway to Provincial Secretary. Blank draft of Memorandum of Agreement between W. G. & B. Railway and Townships.
“ 22nd.—Letter from Provincial Secretary to President W., G. & B. Railway.
“ 29th.—Letter from President W., G. & B. Railway to Provincial Secretary.
May 4th.—Letter from Provincial Secretary to President W., G. & B. Railway.
“ 13th.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.
“ 14th.—Letter from President W., G. & B. Railway to Provincial Secretary.
“ 18th.—Letter from Burton, Bruce & Walker to Provincial Secretary.
“ 20th.—Letter from Acting Assistant Secretary Eckart to Burton, Bruce and Walker.
“ 30th.—Letter from President W., G. & B. Railway to Provincial Secretary.
June 8th.—Letter from Provincial Secretary to President W., G. & B. Railway.
“ 10th.—Suggestion to Executive Council.
“ 14th.—Order in Council.
“ 25th.—Letter from Geo. McKibbon, Clerk Township of Culross, to Hon. E. Blake.
“ 19th.—Resolution of County Council of Bruce.
“ 24th.—Petition from Municipal Council of Culross.
July 1st.—Letter from John Gillies, Warden County of Bruce, to Provincial Secretary.
“ “ —Petition County Council of Bruce.
“ 11th.—Letter from Secretary W., G. & B. Railway to Provincial Secretary.
“ 10th.—Letter from Chief Engineer W., G. & B. Railway to Secretary of the Company.
“ 22nd.—Letter from Secretary W., G. & B. Railway to Provincial Secretary.
“ 23rd. Letter from Provincial Secretary to Secretary W., G. & B. Railway.
“ 25th.—Letter from Clerk of Township of Brant to Provincial Secretary.
“ “ Memorial Municipal Council of Brant to Lieutenant-Governor.
“ 29th.—Letter from Acting Assistant-Secretary Eckart, to County Clerk of Bruce.
“ 29th.—Letter from Acting Assistant-Secretary Eckart to President W., G. & B. Railway.
“ Letter from Provincial Secretary to Clerk Township of Brant.
Aug. 5th.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.
“ 6th.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.
“ 7th.—Order in Council.
“ 22nd.— do. do.
“ 26th.—Letter from Secretary W., G. & B. Railway to Provincial Secretary.
“ 30th.—Letter from Acting Assistant Secretary Eckart, to Secretary W., G. & B. Railway.
Sept. 25th.—Letter from Secretary W., G. & B. Railway to Provincial Secretary.
Nov. 16th.—Letter from Secretary W., G. & B. Railway to Provincial Secretary.
“ 26th.—Letter from President W., G. & B. Railway to Provincial Secretary.
Dec. 19th.—Letter from Acting Assistant Secretary Eckart to President W., G. & B. Railway.

1873.
Jan. 11th.—Letter from Burton, Bruce and Walker, to Provincial Secretary.

1872.
Dec. 4th.—Articles of Agreement between the Corporation of the County of Bruce and W. G. & B. Railways.

1873.
Jan. 13th.—Letter from Acting Assistant-Secretary Eckart to Burton, Bruce and Walker.

Agreement between the W. G. & B. Railway Company and the Toronto, Grey & Bruce R. R. Company.

Agreement between the W. G. & B. Railway Company and the London, Huron & Bruce R. R. Company.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 5th March, 1872.

SIR,—I have the honour to call your attention to my letter of the 5th ultimo, in which you were requested to furnish, for the information of the Government, a profile and plan, based upon actual survey of the South Bruce extension of the Wellington, Grey and Bruce Railway, with detailed estimates of the cost based upon such survey, and to enquire when this information will be furnished.

I have the honour to be,
Sir,
Your obedient servant,

I. R. ECKART,
Acting Assistant Secretary.

W. McGiverin, Esq.,
President, Wellington, Grey and Bruce Railway Company,
Hamilton.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 5th March, 1872.

SIR,—Adverting to the correspondence that has taken place with regard to the application of the "Wellington, Grey and Bruce Railway Company," for aid from the Railway Fund, I have to inform you that, as it appears from the papers submitted that that company considers itself entitled to present payment for a section of the line, the Government desires to be informed as to the points between which the company claims such immediate payment.

A statement, verified by the engineer and the persons who made the actual measurement of the distances between the points in question, with as full details as possible of such measurement, is also required.

I have to add that the expenses of the necessary investigation by the Government will be charged to the company, if it desires payment by sections.

I have the honour to be,
Sir,
Your obedient servant,

I. R. ECKART,
Acting Assistant Secretary.

W. McGiverin, Esq., President,
"Wellington, Grey and Bruce Railway,"
Hamilton.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, March 7th, 1872.

SIR,—I am in receipt of your two letters, dated 5th inst., and in reply beg to state that I will furnish you with the information desired in a few days.

Your obedient servant,

W. McGIVERIN,
President.

I. R. Eckart, Esq.,
Deputy Provincial Secretary,
Toronto.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, 8th March, 1872.

SIR,—I have the honour to acknowledge your letter of the 5th instant, calling my attention to your previous letter, in which you requested me to furnish, for the information of the Government, a profile and plan, based upon actual survey of the Southern Extension of the Wellington, Grey and Bruce Railway, with detailed estimate of the cost, and, in reply, would beg to say that it will take from five to six weeks to complete the profile and detailed estimate from Wingham to Kincardine.

I would beg to refer you to our chief engineer's letter of the 3rd February last, and to inform you that the section from Listowell to Wingham has now been placed under contract with Mr. W Hendrie, a reliable contractor, for $195,930, and, as you are already aware, the section from Palmerston to Listowell has been given to D. D. Hay *et al.* for $54,453, and work commenced thereon. You will observe, therefore, that the line is now under contract from Palmerston to Wingham, a distance of 39 miles.

I shall have the honour of submitting these contracts to the Government in the course of a few days, when, I trust, His Excellency will be approve an Order in Council, subject to the condition that, before a given time, proof be furnished to His Excellency of a *bona fide* and sufficient contract for the completion of the line from Wingham to Kincardine.

Your obedient servant,
(Signed) W. McGIVERIN,
President.

The Honourable the Provincial Secretary,
Toronto.

WELLINGTON GREY AND BRUCE RAILWAY,
ONTARIO, CANADA,
HAMILTON, March 8th, 1872.

SIR,—I have the honour to acknowledge your letter of the 5th instant, informing me that the Government desires to be informed as to the points on the main line of the "Wellington, Grey and Bruce Railway" on which we claim immediate payment of railroad aid, and, in reply, beg to say that, although the line is in running order from Harriston to Walkerton, a distance of twenty-one and a quarter miles, yet it not entirely finished, and therefore we cannot claim immediate payment of any portion of such aid. We expect and believe that by the middle of May of this year the line to Walkerton will be entirely ballasted and finished.

I might say, in conclusion, that this company neither desires nor requires any portion of the aid until they have complied with every condition of the Order in Council recommending such aid.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. McGIVERIN.
President.

To the Honourable the Provincial Secretary,
Toronto.

MONTREAL TELEGRAPH COMPANY,
TORONTO, 14th March, 1872,

To WM. McGIVERIN,
President.
Wellington, Grey and Bruce Railway,
Hamilton.

Government waiting on information promised in your letter of 8th instant. Expect to have it all here to-morrow.

PETER GOW.
Provincial Secretary.

(Answer.)

15th March, 1872.

From Hamilton,
To Hon. PETER GOW,
Toronto.

Secretary from home. Will send document to-morrow.

(Signed) W. McGIVERIN.

WELLINGTON, GREY AND BRUCE RAILWAY.
ONTARIO, CANADA.
HAMILTON, 16th March 1872.

SIR,—I have now the honour of enclosing the following contracts for the construction of the Southern Extension.

D. D. Hay & Co., for the section from Palmerston to Listowell—9 miles.

W. Hendrie for the section from Listowell to Wingham—30 miles.

I have the honour to be.
Sir,
Your obedient servant,
W. McGIVERIN.
President.

The Honourable the Provincial Secretary,
Toronto.

WELLINGTON, GREY AND BRUCE RAILWAY.

Southern Extension from Palmerston to Listowell—9 miles.

Abstract from the "Wellington, Grey and Bruce Railway" papers, respecting contracts.

Time.—13th September, 1871.

Contractors.—David D. Hay, of the Village of Listowell; William G. Hay, of the Village of Listowell; Arthur Gordon, of Elma.

Amount.—$54,453 00.

Character of Work.—For the construction of the Southern Extension of the "Wellington, Grey and Bruce Railway," from Palmerston to Listowell, including every thing required therefor, with the exception of the right of way and of the iron rails, spikes and joint fastenings in accordance with the specifications.

WELLINGTON, GREY AND BRUCE RAILWAY.

Southern Extension from Listowell to Wingham—30 miles.

Abstract from the "Wellington, Grey and Bruce Railway" papers respecting contracts.

Time.—11 March, 1872.

Contractor.—William Hendrie, of the City of Hamilton.

Amount.—$196,930 00.

Character of Work.—For the construction of that part of the Southern Extension of the "Wellington, Grey and Bruce Railway" from Listowell to Wingham, including every thing required therefor, with the exception of the right of way, and of the iron rails, spikes and joint fastenings, in accordance with the specifications.

TORONTO, March 18th, 1872.

Telegram from Hamilton.

To the Hon. PETER GOW.

I have very strong telegrams from Stirton and others to have an interview with Government about railway. Where can we meet them.

W. MCGIVERIN.

March 19th 1872.

Telegram from Hamilton.

To Hon. P. GOW.

Waiting reply to message so as to have time to arrange deputation.

W. MCGIVERIN.

19th March, 1872.

To W. MCGIVERIN, Esq.
Wellington, Grey & Bruce Railway,
Hamilton.

Mr. Blake understands that meeting is arranged for Wednes day, at St. Catharines.

PETER GOW.
Secretary.

PROVINCIAL SECETARY'S OFFICE,
TORONTO, March 26th, 1872.

Sir,—I have the honour to transmit herewith a copy of an Order in Council approved by His Excellency the Lieutenant-Governor on the 25th instant, granting aid from the Railway Fund to the Toronto, Grey and Bruce, and the Wellington, Grey and Bruce Railway Companies, the receipt of which you will be good enough to acknowledge.

I have the honour to be.
Sir,
Your obedient servant,
(Signed) PETER GOW.
Secretary.

Wm. McGiverin Esq.,
President
Wellington, Grey and Bruce, Railway.
Hamilton.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor,—the 25th day of March, 1872.

The Committee of Council have had under consideration the applications of the Toronto, Grey & Bruce Railway Company, hereinafter called the Toronto Company, and the Wellington Grey and Bruce Railway Company, hereinafter called the Wellington Company, for aid out of the Railway Fund ; and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative), payment be authorized to be made out of the Railway Fund to the Toronto Company of a sum equal to two thousand two hundred and fifty dollars per mile of that portion of their railway between Harriston and Wingham; and the Committee further advise that the said grant of aid be upon the following conditions, that is to say :

1. On condition that the Toronto Company shall, before the first day of June next, agree, by an instrument embodying all proper details and approved by the Lieutenant-Governor in Council, that in case the Wellington Company do comply with the conditions imposed on that company by this Order in Council, then the Toronto Company will do what may be necessary (including the works preparatory for the laying of a third rail) in order to give the Wellington Company running powers over that portion of the Toronto

Company's railway between Harriston and Wingham, on terms to be settled between the companies by the award of the majority of three arbitrators, one to be chosen by each company, and the third by the two so chosen or in case of disagreement by the Lieutenant-Governor in Council, in making which award the arbitrators are to have regard to the amount of public aid granted under Order in Council, in respect of that portion of the Toronto Company's railway.

2. On condition that the Toronto Company shall, before the first day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying on that portion of their railway extending from Harriston *via* Wingham to Teeswater.

The Committee of Council further advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the Wellington Company of a sum equal to two thousand two hundred and fifty dollars per mile of that portion of their railway between Wingham and Kincardine. The Committee further advise that the said grant of aid be upon the following conditions, that is to say:—

1. On the condition that the Wellington Company shall, before the first day of June next, agree by an instrument embodying all proper details and approved by the Lieutenant Governor in Council to do what may be necessary (including the works preparatory for the laying of a third rail) in order to give the London, Huron and Bruce Railway Company running powers over that portion of the Wellington Company's line between Wingham and Kincardine on terms to be settled in like manner as hereinbefore detailed in the first clause of the conditions imposed upon the Toronto Company.

2. On condition that the Wellington Company shall, before the first day of June next, agree in like manner that in case the Toronto Company do comply with the conditions imposed on that company by this Order in Council, then the Wellington Company will do what may be necessary, including the works preparatory for the laying of a third rail, in order to give the Toronto Company running powers over that portion of the Wellington Company's line between Wingham and Kincardine on terms to be settled in like manner as hereinbefore detailed in the first clause of the conditions imposed on the Toronto Company.

3 On condition, that the Wellington Company shall, before the first day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of tract laying, on that portion of their railway extending from Wingham, *via* Lucknow, to Kincardine.

The Committee further advise that payment be authorized in respect of any portion of the Toronto Company's railway between Harriston and Wingham not less than twenty miles in length and in respect of any portion of the Wellington Company's railway between Wingham and Kincardine not less than twenty miles in length on the fulfilment of of the conditions of the Act as to such portion, and on proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works between the said points respectively.

Certified,
J. G. SCOTT,
C. E. C.

Executive Council Chamber,
26th March, 1872.

WELLINGTON, GREY AND BRUCE RAILWAY,
ONTARIO, CANADA.

HAMILTON, 30th March, 1872.

SIR,—Your communication of 26th instant, enclosing copy of an Order in Council passed on 25th March, recommending a grant of $2,250 per mile to this Company's Southern Extension on certain conditions, from Wingham to Kincardine, a distance of twenty-eight miles, was brought before my directors at their meeting on the 28th instant. I am instructed to express to you their deep regret that the Government have allowed no subsidy for that part of the line between Palmerston and Wingham, a distance of thirty-nine miles.

The section of country served by that portion of our line is a large and important one, both as a lumbering and an agricultural district. If the company were to fall into the views of the Government, and change their route by accepting running powers over the Toronto road, the section named would be deprived for many years to come of railway facilities, while the section through which the route of the Toronto road runs is already well supplied with these facilities.

The bonuses for that part of our line between Palmerston and Wingham, were secured before any bonuses had been voted for the Toronto road, between Harriston and Wingham.

The Directors of this Company therefore supposed that the priority alone of their project over the Toronto road would give us the preference, should there be any difficulty in subsidizing both projects.

In this belief, the Directors of this Company entered into contracts for the construction of our road between the two points named, and already a very considerable sum of money has been expended upon it.

To abandon that route now, as the Government propose, would involve the company in a serious loss. In this particular the Toronto Company is in an entirely different position from ours, having expended no money on the section of their line included in the subsidy, and therefore could change its route without pecuniary sacrifice.

While we cannot abandon our present route without serious loss, we cannot proceed with it in the absence of a Government subsidy, without encountering very formidable difficulties.

At my last interview with the Premier, I understood from him that before the subsidy matter was disposed of, a deputation from the company would be invited to a conference with the Government on the subject. In view of this, I have been collecting information from the country which would, I think, have induced the Government to come to a different decision from that which they have arrived at.

For these and other reasons, I am instructed respectfully to ask that the Government will consent to meet a deputation from this company, when convenient, with a view to learning the position in which this company has been placed by their action.

Your obedient servant,

(Signed), W. McGiverin,
President.

Honourable P. Gow.
Provincial Secretary, Toronto.

Provincial Secretary's Office,
Toronto, 2nd April, 1872.

Sir.—I have the honour to acknowledge the receipt of your letter of the 30th ultimo. I am to state that at your last interview with Mr. Blake, there were present besides yourself, Mr. Stirton and Mr. Wood on behalf of the company; that, at the close of the interview, a suggestion was made by Mr. Stirton that the remaining members of the Government should be seen; that Mr. Blake informed the gentlemen present, that if they desired to see the other members of the Government before a determination was arrived at, they should immediately communicate with the Provincial Secretary, asking for an appointment, as it was impossible to delay the matter much longer—all parties requesting a decision; that within a day or two Mr. Stirton came to Toronto on the subject, and held an interview with the other members of the Government, but no application whatever was made for an appointment on behalf of the company, until the evening of the day following Mr. Stirton's return, by which time the question had been decided. It is quite a mistake to suppose that Mr. Blake arranged that a deputation from the company would be invited to a conference with the Government. You now ask that the Government will consent to meet a deputation, with a view to learn the position in which the company has been placed by their action, and I have to reply that if the company conceive it to be desirable to have such a meeting, some members of the Government will be prepared to receive the deputation at the Attorney-General's Office, at 2 o'clock, on Friday next.

I have the honour to be, sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Asst.-Secretary.

W. McGiverin, Esq.,
President Wellington, Grey and Bruce
Railway Company, Hamilton.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 2nd April, 1872.

SIR,—I have the honour to call your attention to the fact that, under the Orders in Council granting aid, the "Wellington, Grey and Bruce Railway Company" is interested in agreements to be made for running powers, and to request you to forward, at your earliest convenience, drafts of the agreements, which, in the opinion of that company should receive the assent of the Government.

I have the honour to be, sir,
Your obedient servant,
I. R. ECKART,
Acting Asst.-Secretary.

Wm. McGiverin, Esq.,
President "Wellington, Grey & Bruce
Railway Co.," Hamilton.

WELLINGTON, GREY AND BRUCE RAILWAY
ONTARIO, CANADA,
HAMILTON, 4th April, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 2nd instant. A deputation from this company will do themselves the honour of waiting on the Government at 2 o'clock to-morrow afternoon, in terms of your letter.

I have the honour to be, sir,
Your obedient servant,
(Signed) W. MCGIVERIN,
President.

Honourable Peter Gow,
Provincial Secretary, Toronto.

WELLINGTON, GREY AND BRUCE RAILWAY,
ONTARIO, CANADA.
HAMILTON, 10th April, 1872.

SIR,—Referring to the several communications which have taken place with the Government on the subject of the Order in Council of the 25th March last, and to the interview of a deputation from this company with some members of the Government on the 5th instant, I have now the honour to state, for the information of His Excellency, the reasons which have suggested themselves to this board, as justifying them in applying for a variation and extension of the terms of that Order, and they feel every confidence that they will commend themselves to His Excellency's favourable consideration.

The Great Western Railway Company, which had come under agreement to lease the main line of this railway, as from time to time completed, had previously to the application to these townships for aid agreed to extend the lease to the southern extension to Lucknow, provided the municipal bonuses were supplemented by government aid to the extent of the minimum amount warranted by the Act, and, in negociating with the councils of the several municipalities interested, they were distinctly told that if the government aid were not obtained this company would reserve the option of rescinding the agreement, and it was felt that as a matter of justice in such a contingency a similar option should be reserved to the councils of the municipalities. Another proviso in the by-law rendered it obligatory upon this company to commence the work within a certain period, under the penalty of the forfeiture of the bonus.

The agreements entered into between the companies and the councils interested contained provisions similar to those in the agreement now enclosed and I am perhaps to blame for not having brought more prominently under the notice of the Government that the by-laws of Wallace, Listowell, Elma, Grey, Morris, Turnberry, West Wawanosh, Kinloss and Ashfield granting aid to this road were accompanied by such agreements.

These matters for a length of time were the subject of anxious consideration by this board, but after much deliberation they came to the conclusion that inasmuch as the ratepayers of these important portions of the Counties of Perth, North Huron and South Bruce had expressed so strong a preference for the line laid down in the By-laws, the Government would not hesitate to extend to it assistance from the Railway Fund, the more so as in addition to its terminating at Kincardine, it traversed a section of country one portion of which though remote from existing thoroughfares and comparatively thinly settled, is rich in timber, which the line of railway proposed would tend greatly to develope. Contracts were accordingly given out for the construction of the line as far as Wingham and the company have not only incurred serious responsibility under these contracts but a considerable expenditure has been already incurred.

The determination of the Government not to subsidize this line has caused this company much alarm as in addition to the very heavy responsibilities they have incurred, the exercise of the option by any of the municipalities interested to rescind the By-law would entail loss and disappointment upon the other municipalities which have granted aid to this branch of the railway, and one council has already threatened to take this course. I am instructed, therefore, to apply to the Government so to vary the Order in Council already granted so as to make the monies proposed to be granted thereunder applicable to the southern extension of their railway from Palmerston to Lucknow, supplementing the grant by such a further sum as will make it equal to $2000 per mile between these two points and thus enable them to implement the conditions of the By-law on condition that this company furnish proof to the satisfaction of His Excellency in Council, and within such a period as His Excellency may direct, of the existence of a bona fide contract for the completion of the work from Wingham to Kincardine. The amount payable under the present Order in Council:

amounts to	$63,000
The amount we apply for would be	102,000
A difference of	$39,000

But this company undertakes for this sum to construct a line sixty-seven miles in extent which not only furnishes access to Lake Huron, but supplies a section of country at present far removed from railways with the means of bringing their products to market, and which has met with the approval in the most unmistakeable manner, of the population not only of the townships more particularly interested but of the inhabitants generally of the County of Bruce. From the remarks made by some members of the Government at the interview to which I have referred, my board is under the conviction that a misapprehension exists as to the relative shortness of the two routes. The line from Palmerston to Wingham is longer than the line from Harriston to the same point, but the difference on the entire line is not so great as would at first appear. I am therefore instructed respectfully to invite His Excellency's attention to the relative distances from Wingham, a point common to both lines, and Toronto and Hamilton.

From that point *via* Harriston, and Mount Forest to Toronto the distance is 121 miles, whilst the distance *via* the Palmerston line to the same point is *via* Mount Forest 126½, and *via* Guelph 129½. By the same route to Hamilton the distance is 128, a difference at most of only seven miles between the two routes, but it must be borne in mind that the Palmerston line gives to the inhabitants of the counties interested access not only to the markets of Toronto and Hamilton on almost equal terms, but it also furnishes at all seasons access to the markets of the United States by a route 40 miles shorter than by the Harriston and Toronto route to which they would be confined exclusively unless this company would consent to abandon the municipalities which have so generously agreed to aid it, and the large sum expended on that portion of the work, and expose themselves to damages at the hands of the contractors, and engage without any municipal aid to incur the expense of constructing a track on the narrow gauge line a course which would be impracticable unless the other company incurred a very much larger expenditure than they have at present estimated in the construction of bridges and other works for a broad gauge road.

This expense would also be greatly increased by the laying of heavier rails, or a double set of rails, as a third rail of different weight and size from that of the corresponding rail to be used by the broad gauge we are advised would not answer.

A much heavier expense, therefore, than that contemplated in the present scheme for building the line from Wingham to Harriston would be incurred, for which no provision is made, and this company would be called upon to lose the bonuses granted to it, to expose itself to heavy damages and to incur the expense of laying the tracks over that line without any municipal bonus or aid from any source.

Your's faithfully,

Hon. P. Gow. (Signed.) Wm. McGiverin.
Provincial Secretary. *President.*

Memorandum of Agreement, made this Day of , in the year of our Lord one thousand eight hundred and seventy-one.

By and between the Wellington, Grey and Bruce Railway Company, hereinafter called the Company of the First Part: and the Council of the Township of hereinafter called the said Corporation of the Second Part.

Whereas, the Corporation of the Township of have passed a By-Law No. intituled "A By-Law to aid the Wellington, Grey and Bruce Railway Company by a Free Grant or Donation of Debentures, by way of Bonus, to the extent of $, subject to certain terms, restrictions and conditions;" and which By-Law was in due form adopted by the rate-payers of the said Municipality entitled to vote in that behalf.

And Whereas, it is in and by the said By-Law provided that it should be lawful for the Reeve of the said Township and he is thereby required to issue Debentures to the extent of $, in sums of not less than $100 each; and that the said Debentures should be made payable in twenty years from the day of , 1871, being the day on which the said By-Law comes into force, at one of the chartered Banks in the Town of , and should have Coupons attached for the payment of interest half-yearly, on the first days of January and July in each year during the said period.

And Whereas, it was mutually agreed between the Directors of the said Company and the said Corporation of the Township of , before the passing of the By-Law aforesaid, that before the Reeve should issue the said Debentures, the parties hereto of the First Part should furnish to him an Agreement, under the Corporate Seal of the Company, undertaking and binding the said Company, subject to the proviso hereinafter set forth, to commence the extension of the Railway therein referred to, that is to say: the extension of the said Wellington, Grey and Bruce Railway, through South Bruce and North Huron to Lucknow, within three months from the final passing of the said By-Law and to complete the same to Lucknow, ready for Traffic, within two years thereafter.

And Whereas, it was further stipulated and agreed that, as a condition of the said By-Law and in consideration thereof, the said Company, parties hereto of the first part should.

Now Therefore, this Agreement witnesseth, and (subject to the proviso hereinafter contained) the parties hereto do covenant and agree with each other as follows:

FIRST.—That (subject as aforesaid) the said Extension shall be commmenced within three months from the final passing of the said By Law, and shall be completed, ready for Traffic to Lucknow, within two years thereafter.

SECOND.— ———

THIRDLY.—That the Company shall not be entitled to the Debentures, nor shall any liability attach upon the Municipality in respect thereof (except the engagement to deposit them with the Provincial Treasurer or one of the chartered Banks, as provided for in the said By-Law,) and which deposit the said Corporation agrees to make within one month after the passing of the said By Law,—except upon the Certificate of the Engineer of the Company, confirmed by the Certificate of the Chief Engineer for the time being of the Great Western Railway Company, as the work progresses through the Township of , from to , the production of which Certificates shall entitle the Company to demand and receive Debentures to the amount mentioned therein, with the Current Coupon and the Coupons yet to mature.

And it is lastly agreed, that if the said Extension shall not be so commenced within the said period of three months, it shall be optional with the Council of the said Municipality, by resolution duly passed, to declare the said By Law and the Agreement founded thereon cancelled, and at an end.

Provided always, and this Agreement is based upon the contingency of obtaining from the Government of Ontario at least the minimum amount authorized to be granted in aid of Railways, under the authority of the Act passed during the last Session of the Provincial Legislature, and to which the said Railway Company deems itself entitled; and in the event of such aid not being obtained, this Agreement shall, at the option of either party thereto, be cancelled and rescinded.

In witness whereof, the said parties of the First Part have caused their Corporate Seal to be hereunto affixed, under the hand of their President, and the said Council of the Municipality have also caused their Corporate Seal to be hereunto affixed, under the hand of their Reeve, the day and year first above written.

Signed, Sealed, and Delivered by the
Railway Company in presence of

Signed, Sealed, and Delivered by the Parties
of the Second Part, in the presence of

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 22nd April, 1872.

SIR,—Referring to your letter of the 10th instant, I am directed, on behalf of the Government, to remark that some of the statements you make do not accurately represent the case as presented by the information in the possession of the Government. You say that you "are instructed respectfully to invite His Excellency's attention to the relative distances from Wingham, a point common to both lines, and Toronto and Hamilton. From that point, *via* Harriston and Mount Forest, to Toronto, the distance is 121 miles, whilst the distance *via* the Palmerston line to the same point is, *via* Guelph, 129½ miles. By the same route to Hamilton the distance is 128, a difference at most of only 7 miles between the two routes."

The information in the possession of the Government leads them to the conclusion that the distance from Hamilton to Wingham, *via* Harriston, is 117 miles; that the distance from Toronto to Wingham, *via* Harriston, is 119 miles; that the distance from Hamilton to Wingham, *via* Palmerston, is 128 miles; and the distance from Toronto to Wingham, *via* Palmerston, is 142 miles; in each case, contrasting the routes by *via* "Wellington, Grey and Bruce Railway" and "Toronto, Grey and Bruce Railway."

From this information it would appear that the distance from Wingham to Hamilton, *via* Harriston, is at least 11 miles shorter than that *via* Palmerston, and the distance from Wingham to Toronto, *via* Harriston, is about 23 miles shorter than the distance *via* Palmerston, and that the distance from Wingham to Hamilton, *via* Harriston, is about two miles shorter than the distance from Wingham to Toronto, *via* Harriston.

You state that the company has entered into an agreement with the municipalities, permitting the cancellation by them of their by-laws, for aid in case a subsidy is not given to that portion of the line between Palmerston and Lucknow. It need hardly be said that the Government are not responsible for, or parties to the conditions which may be arranged between companies and municipalities.

If they were so responsible, it would be necessary to add that this condition appears wholly inexplicable. Of what consequence can it be to a municipality from what souce the money comes to build the road, provided the municipality itself is not called upon to pay more than its stipulated bonus? You add that one of the municipalities has already threatened to cancel its agreement.

Looking to your statement as to the anxiety of the people of the locality to procure the the line, it is difficult to suppose that this threat to withdraw the bonus is a serious one.

You state that the company have entered into contracts in reference to the construction.

I am directed to point out that the contract from Listowell, laid before the Government, was made at a very recent date. Representatives of the company were long ago informed that, if they entered into any contracts, they did so at their own risk, as the question of aid to these lines was entirely undecided, and the Government cannot be held responsible for the consequences of the company having entered into contracts.

You state that the company, on availing itself of the running powers stipulated for under the Orders, would be obliged to "engage without any municipal aid to incur the expense of constructing a track on the narrow gauge line,—a course which would be impracticable, unless the other company incurred a very much larger expenditure than they have at present estimated, in the construction of bridges and other works for a broad gauge road. This expense would also be greatly increased by the laying of heavier rails, or a double set of rails, as a third rail of different weight and size from that of the corresponding rail to be used by the broad gauge, we are advised, would not answer."

I am directed to remark that the outside expense to be incurred by your company, in order to avail itself of the running powers,would be the laying of the third rail, as,by the conditions of the Order in Council, the other company is bound to complete all the works necessary for the use of the running powers except the laying of the rail. I may further point out the difference between the construction of 39 miles of railway,at an expense of between $500,000 and $600,000; and the cost of laying one rail on 22 miles of railway, at an expense of between $50,000 and $60,000.

You ask of the Government that they should vary and extend the Order in Council, first, by making the aid applicable to the line from Palmerston to Lucknow, instead of from Wingham to Kincardine, and, secondly, by adding the sum of $39,000 to the amount of the aid. The Government have anxiously considered this proposal with a desire to meet the wish of the company as far as they could consistently with their duty to the public, but the difficulties, as explained to you in the interview to which you refer, appear insurmountable.

The grant is made in order to assist the construction of the line from Wingham to Kincardine.

To apply it to the line between Palmerston and Lucknow would be to withdraw it from that part of the line which the Government thinks ought to be assisted, and to attribute it to another part which has not been aided.

To increase the grant would be contrary to the declared policy of the Government in these cases, for it would be assisting the construction of two competing lines between the same points, instead of choosing one of the routes and giving the other road running powers over the one chosen.

Upon the whole, therefore, the Government is unable to accede to your proposal, or to vary from the conclusion indicated at the interview to which you refer.

I have the honour to be,
Sir,
Your obedient servant,

P. Gow,
Secretary.

Wm. McGiverin, Esq.,
"Wellington, Grey and Bruce Railway,"
Hamilton.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, April 29th, 1872.

SIR,—I have the honour to acknowledge your communication of the 22nd instant, with the information that the Government declines to reconsider its decision, or to make any grant to the Southern Extension of this road in terms of the company's proposal, and I have conveyed the same to the directors of this company.

The board would not have deemed it necessary to trouble you with any further correspondence on the subject, but feared their silence might be construed into an acquiescence in the views and arguments expressed by you in justification of the course adopted by the Government.

The board supposed that the end the Legislature had in view in passing the Act in aid of railways was to open up sections of country remote from existing thoroughfares, and destitute of railway facilities, and bearing in mind the fact that the proposed line from Harriston to Wingham would run nearly parallel to, and at a short distance from the main line of the Wellington, Grey and Bruce Railway, and through a country already well served by that line, and not answering, therefore, the requirements of the Act, whilst the other line would pass through a thickly timbered country, far removed from existing railways which had, moreover, been selected by a large majority of the people in the counties affected, they ventured to hope that some deference would be paid to the wishes of the people themselves in the distribution of the fund.

It is true that the distance by way of Palmerston to Toronto, over the narrow gauge road, is about 142 miles, but we fail to see why it should be deemed necessary that traffic should be forced over that road when it is admitted that it can be conveyed from Palmerston to Toronto by way of the Grand Trunk, and to Hamilton by the Great Western, by a route 14 or 15 miles shorter, and that the latter route to the markets of the United States is nearly 40 miles shorter than by the narrow gauge route.

The points, therefore, which this company desired to impress upon the Government in their former communication, when drawing their attention to the relative distances, were:—

1st. That the people of Huron, Perth and Bruce, in selecting the Palmerston route, were desirous of securing railway facilities for a section of country which is at present entirely destitute of them, and which would not be served by the Harriston line.

2nd. That the country proposed to be served by the Harriston line is already well served.

3rd. That on reaching Palmerston, they would have the choice of the markets of Toronto, Montreal and Hamilton, by a route only 7 miles longer than that, *via* Harriston, over the narrow gauge, whilst the route, *via* Palmerston, to the markets of the United States, is nearly 40 miles shorter than over the Toronto, Grey and Bruce, and that this latter fact, coupled with the circumstance that a country far removed from railways was served in the one case and not in the other, far counterbalanced any advantage to be gained by the public by the selection of the Harriston route.

I had no intention of attributing any responsibility to the Government in reference to the conditions inserted in the by-laws.

A re-perusal of my letter will show you that nothing of the kind was pretended. The deputation very fully explained how these conditions came to be inserted, and I am surprised therefore that any member of the Government then present can deem them "inexplicable," but without further discussing the point I will merely say that in matters of this kind we must bow to the stern logic of facts—that the by-laws *did* contain such conditions, and that it was consequently in the power of any one council to defeat the whole scheme.

We are quite free to admit that in entering into contracts the company did so at its own risk, but it has already been explained that the conditions of the by laws rendered it imperative upon them to do so to prevent the forfeiture of the bonuses, and the company were informed that, before any application could be entertained, the Government must be furnished with profiles and plans of the road, and proof that a *bona fide* contract was entered into, and the board would also remind you that representatives of the company were assured that the reason for not passing an Order in Council in this case during the session of the Legislature was that the question of the rival routes was then before the people, and that the Government would be governed by their decision.

With reference to your remarks as to the expenses of the third rail even though the

Narrow Gauge Company were compelled to lay a rail of corresponding weight and size, as I presume is implied in your remark that "the other company is bound to complete all the works necessary for the use of the running powers except the laying of the rail." I would suggest that you do not meet the difficulty raised by this company.

If it is intended that the other company shall lay one rail of the same weight as that to be laid by this company, the additional expense of that rail and works will be taken into account, and charged against this company in the arbitration, in addition to the expenditure to be incurred by this company, and they have no municipal or Government aid whatever towards meeting such expense, and no power to issue bonds without such municipal or other aid as a basis. It remains only for me to answer your concluding remarks as the withdrawal of the money from the line from Wingham to Kincardine, and applying it on the other portion.

The board fails to see how there can exist any objection to such a course if a guarantee is given for the construction of the line from Wingham to Kincardine.

It matters little to the public to which portion of the line the money is given if the building of the entire line is secured.

The board have deemed it right to give this explanation for the reasons I have above stated, and regret to add that they share in the disappointment felt by the inhabitants of the counties affected, that their wishes in the premises as expressed at the polls should have been so little regarded.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. McGiverin,
President.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

Provincial Secretary's Office,
Toronto, 4th May, 1872.

Sir,—With reference to your letter of the 29th ultimo, I have to say that the statements contained in my letter of the 22nd ultimo were simply made in answer to those of your letter to which it was a reply, and that I did not intend or attempt to enter into the whole argument.

It would be futile to prolong this correspondence, and I have only to say that the Government cannot acquiesce in the accuracy of the arguments contained in your letter of the 29th ultimo.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) P. Gow,
Secretary.

To W. McGiverin, Esq.,
President "Wellington, Grey and Bruce Railway,"
Hamilton.

Provincial Secretary's Office,
Toronto, 13th May, 1872.

Sir,—I beg to enclose form of draft agreements which will be approved of by His Excellency in Council so soon as the same are executed by the "Wellington, Grey and Bruce Railway Company."

In order that the company may obtain the benefit of the appropriation made by the

Order in Council relating to it, it is necessary that these instruments be duly executed before the 1st day of June next, pursuant to the terms of the said Order.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assist.-Secretary.

W. McGiverin, Esq.,
President
Wellington, Grey & Bruce Railway Co.,
Hamilton.

WELLINGTON, GREY AND BRUCE RAILWAY,
ONTARIO, CANADA,
HAMILTON, May 14th, 1872.

SIR,—I beg to notify you that the main line of this company's road, for a distance of twenty miles beyond Harriston, will be fully completed and ready for the visit of the Government Inspector to examine by the 1st June proximo.

Will you be good enough to say how long a period must elapse after that date before this company can receive its first instalment of the Government grant.

Yours respectfully,
(Signed) W. MCGIVERIN,
President.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

CANADA LIFE ASSURANCE COMPANY BUILDING,
HAMILTON, 18th May, 1872.

SIR,—The Board of the "Wellington, Grey and Bruce Railway Company" have submitted to us the agreement sent to them by the Government, between the "London, Huron and Bruce" and the "Toronto, Grey and Bruce Companies" and themselves. On comparing these with the Order in Council of the 25th March last, we find that the Toronto, Grey and Bruce Company are to enter into an agreement to do what may be necessary in order to give the Wellington, Grey and Bruce Company running powers over that portion of the line running from Harriston to Wingham, but we observe nothing of this in the present agreement; but from an interlineation at the foot of the agreement we infer that there is another agreement providing for this. Is there any objection to favour us with a perusal of that document?

Yours obediently,
(Signed) BURTON, BRUCE & WALKER

The Hon. Peter Gow,
Provincial Secretary,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 20th May, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 18th Instant, and to inform you in reply that the agreement to be executed by the "Toronto, Grey and Bruce Railway Company" is similar in its provisions to the one sent to the "Wellington, Grey and Bruce Railway Company"—*mutatis mutandis*—and contains in addition a special provision as to making the bridges, &c., of sufficient strength, &c., for the wide gauge line.

There is no copy in the possession of the Government, the draft having been delivered to the Company.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assist.-Secretary.

Messrs. Burton, Bruce and Walker,
&c., &c.,
Hamilton.

WELLINGTON, GREY & BRUCE RAILWAY, ONTARIO,
HAMILTON, 30th May, 1872.

SIR,—I have the honour to acknowledge your letters enclosing proposed agreements between this company and the "Toronto, Grey and Bruce" and the "London, Huron and Bruce Companies," and also a copy of the agreement tendered for execution by the "Toronto, Grey and Bruce Company."

They have been laid before the board of this company, who, after a very careful consideration of their provisions, have found themselves unable to avail themselves of the offer of Government aid on the terms proposed. This company, as you are aware, have entered into engagements with a number of municipalities in the Counties of Perth, Huron and Bruce to construct their line to Kincardine, *via* Palmerston and Wingham, and have made considerable progress with its construction. The concession therefore of running powers over the narrow gauge line from Wingham to Harriston would be of no benefit to this company, and, as previously explained, it has no funds available for the expenditure necessary for laying a third rail on that line. Even if these objections did not exist, the directors have grave doubts of the practicability of running the heavy rolling stock of a 4 ft. 8½ in. gauge railway over a line constructed with a view to carrying the lighter stock of a 3 ft. 6 in. gauge. The directors are apprehensive also that accepting the route of the narrow gauge line which runs through a section of country already served to a large extent by the main line of the "Wellington, Grey and Bruce Company" would depreciate the value of this company's bonds in the money market. The board venture still to hope that, in view of the important interests involved, and in deference to the wishes of the inhabitants of these important municipalities, as expressed at the polls, the Government will reconsider their decision, and grant the aid to their undertaking to which they consider themselves entitled.

Your obedient servant,
(Signed) W. McGIVERIN,
President.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 8th June, 1872.

SIR,—With reference to your letter of the 30th ultimo, I have to correct some misapprehensions which are contained in that letter. I am to remind you that I have already pointed out that in case your company chose to avail itself of the running powers secured to it over the Toronto Company's line, the latter company would be bound to construct the line so substantially as to enable your company to avail itself of those powers. I am to point out that in case your company was indisposed to avail itself of these powers, and preferred constructing its own line to Wingham, the Order in Council did not prevent that course being adopted, and the Government aid secured to your company upon its giving to the Toronto Company and the London Company, at a price to be settled by arbitration, those running powers which have in all like cases been conceded by other companies, and which your own company formerly expressed its willingness to give.

I have the honour to be,
Sir,
Your obedient servant,

PETER GOW,
Secretary.

W. McGiverin, Esq.,
President
Wellington, Grey & Bruce Railway Co.,
Hamilton.

The undersigned has to call the attention of Council to the minute granting aid to the Toronto, Grey and Bruce Railway Company, and the Wellington, Grey and Bruce Railway Company in respect of their southern extensions. The Toronto Company has complied with the provision requiring it to execute an agreement to give conditionally running powers to the Wellington Company. The Wellington Company has not complied with the provision requiring it to execute agreements to give conditionally running powers to the London, Huron and Bruce Railway Company and to the Toronto Company and in consequence of this non-compliance, the grant of aid to the Wellington Company at the rate of $2,250 per mile between Wingham and Kincardine has lapsed. The undersigned regrets to observe that the refusal of the Wellington company to give at a price to be settled by arbitration the running powers which have been stipulated for and conceded in all other like cases has to some extent thwarted the desire of the Government to secure to the people the benefits of competition and of access to several markets by the shortest and most economical routes available; but the question remains whether the people who are thus partially deprived of these benefits should be further burdened with the whole expense of building the Wellington line between Wingham and Kincardine, as they will be according to the present scheme of construction by which the cost is to be defrayed without any stock subscriptions, and entirely by municipal bonuses, and by the proceeds of bonds repayable principal and interest out of the tolls charged to the public on the line.

The mileage rate allowed on the former grant was $2,250, the excess beyond $2,000 being given with regard to the special condition imposed, except for which condition no more than $2,000 per mile would have been granted.

The undersigned suggests that under all the circumstances the Government would be justified in regranting $2,000 per mile for the distance between Wingham and Kincardine, on conditition that the company shall, before the first of December next, furnish satisfactory proof of the existence of a contract for the construction of that portion of the line to be aided.

(Signed) EDWARD BLAKE,

10th June, 1872.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the 14*th day of June, A. D.* 1872.

The Committee of Council have had under consideration the annexed memorandum of the President of the Council and they advise that the same be eacted on (the former Order in Council having lapsed as to the Wellington Company) and that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the Wellington, Grey and Bruce Railway Company of a sum equal to two thousand dollars ($2,000) per mile of that portion of their Railway between Wingham and Kincardine.

The Committee further advise that the said grant of aid be upon the following conditions that is to say: On condition that the Wellington, Grey and Bruce Railway Company shall before the first day of December next furnish proof to the satisfaction of the

Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track-laying) on that portion of their railway extending from Wingham, *via* Lucknow, to Kincardine.

The Committee further advise that payment be authorised in respect of any portion of the railway between Wingham and Kincardine, not less than twenty miles in length on the fulfilment of the conditions of the Act as to such portion, and on proof to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona-fide* and sufficient contract for the completion of the works on the remainder of the said line between Wingham and Kincardine.

(Certified,) J. G. SCOTT,
Clerk of the Executive Council, Ontario.

TEESWATER, 25th June, 1872.

HON. E. BLAKE,
Toronto :

I beg to enclose resolution of County Council of Bruce last week, and petition of the Township of Culross referring thereto, which I trust will receive consideration from Government.

Your obedient servant,
(Signed.) GEORGE MCKIBBON.

Moved by JOHN STEWART, seconded by PETER MCKENZIE:

That in the opinion of this council it is equitable that the W. G. & B. R. R. Company should receive $20,000 in debentures from this county to aid in the construction of the southern extension of their road through a portion of the county to Kincardine, in addition to the proceeds of the sectional by-law confirmed by this body in March last, in consequence of By-law submitted for $20,000 to subsidize said southern extension having fallen through. Be it therefore resolved that the W. G. & B. R. R. Company receive from this county a bonus of $20,000 in debentures, out of the $43,000 referred to in the Order of Council of the 28th February last at the credit of this corporation, and that a copy of this resolution be forwarded to the Honourable the Provincial Secretary by the warden, with a request that the Order in Council be amended so as to carry out the instruction of this resolution, or further amend the Railway Subsidy Act if need be, to accomplish the end in view, and that the overdue coupons be detached from debentures at the date the company is entitled to receive the same.

Moved by GEORGE MCKIBBON in amendment, seconded by HUGH WILSON:

Whereas the W. G. & B. R. R. Company succeeded in securing the introduction of a by-law by this council last January, which has been advertised since, granting $20,000 to the W. G. & B. south branch, and finding it illegal without a vote of the people as was then contended by a large minority of this Council, now instead thereof ask this council to apply to Parliament to revive $20,000 of the $43,000 of the county's share of our debentures to be returned under resolution of last session of Parliament, as cancelled, and desire a special Act legalizing the appropriation of said debentures for a different railway from which they were voted, it is resolved, that this council believing said debentures as reducing the county's indebtedness belong to the people of the county, that no special legislation should be obtained to take away the people's rights, but that it would be a much better course that such amount be granted in a legal and legitimate way as the south-western township may be fairly entitled to.

Voted—YEAS 4; McLean, McKibbon, Collins, Wilson. NAYS 21. *Lost.*

Voted for Stewart and McKenzie's motion—YEAS 21; NAYS 4; McLean, McKibbon, Collins and Wilson. *Carried and adopted.*

I certify the above to be a correct copy.

(Signed) GEORGE GOULD,
County Clerk. [Seal.]

WALKERTON, June 19, 1872.

His Excellency, the Honourable William Pearce Howland, Lieutenant-Governor of the Province of Ontario. In Council.

The petition of the Municipal Corporation of the Township of Culross, in the County of Bruce,

HUMBLY SHEWETH :

That whereas the County Council of the County of Bruce has passed a resolution to petition your Excellency in Council to hand over to the Wellington, Grey and Bruce Railway company, $20 000 of the ($43,000) county's share of the debentures referred to in your Order in Council of last session of Parliament, as a bonus to the Wellington, Grey and Bruce south-branch from Lucknow to Kincardine, and your petitioners having given a large bonus to secure the introduction of a competing line of railway consider that such action would be prejudicial to their interests, and consider that if the $43,000 is at all interfered with as part of the funds of the county, that the Township of Culross is entitled to consideration in the premises.

And your petitioners desire to state that the T. G. & B. R. in a direct line from Wroxeter, to Teeswater would be most satisfactory to them, and pray that liberal aid should be given unconditionally as to route, as it is understood the W. G. &. Bruce R. has been granted Government aid from Wingham to Kincardine, unconditionally as to running powers.

And your petitioners in duty bound, will ever pray.

Dated at Teeswater, this 24th day of June, 1872.

(Signed) GEORGE MCKIBBON,
Reeve. [Seal.]

(Signed,
THOMAS FAIRBAIRN,
Clerk.

TORONTO, July 1st, 1872.

The Hon, P. Gow,
Provincial Secretary.

DEAR SIR,—Enclosed find petition of the County Council of Bruce, addressed to His Excellency the Lieutenant-Governor in Council, in reference to the Government Railway Surplus, which I trust will be favourably considered.

I have the honour to be,
Dear Sir,
Your obedient servant,
(Signed) JOHN GILLIES,
Warden,
Co. Bruce.

To The Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council.

The Petition of the County Council of the County of Bruce,

HUMBLY SHEWETH:

That at a meeting of this council, called (among other things) specially for the purpose of considering the question of further aid to the "Wellington, Grey and Bruce Railway Company,"

It was Resolved that, in the opinion of this council, it is equitable that the said company should receive an additional sum of twenty thousand dollars, in debentures, out of the sum of forty-three thousand dollars which, by the Order in Council, of the twenty-eighth day of February last, and under the agreement between this council and the company, were to be returned by the Treasurer of the Province to the council, for the purpose of being cancelled in view of the additional outlay incurred by the company in extending their line of railway through the southern portion of Bruce, and that a memorial should be presented to the Government, for an Order in Council so amending the former order as would enable the Provincial Treasurer to deliver that amount of debentures to the company, upon terms mutually agreed on between the council and the company, and that the Government be further requested to take such action towards the ratification of such amending order, if necessary, by resolution of the Legislature as, in their wisdom, might be thought necessary.

Your petitioners therefore humbly pray that Your Excellency will be pleased to bring this, their memorial, before your Honourable Council, with a view to its consideration by them, and that your Excellency may be pleased to approve of an Order in Council, authorizing the disposition of twenty thousand dollars of the debentures referred to in the former order, in the manner referred to in the resolution of this council.

(Signed.) JOHN GILLIES,
Warden.

Countersigned,
GEO. GOULD,
Co. Clerk, Bruce.

[Seal.]

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA.
HAMILTON, 11th July, 1872.

SIR,—I beg to enclose a letter from our chief engineer, dated 10th instant, certifying that the line from Harriston to Walkerton, 21½ miles, is now completed and ready for the inspection of the Government Inspector.

I am, Sir,
Your obedient servant.
(Signed.) W. MCCULLOCH,
Secretary-Treasurer.

Hon. Peter Gow,
Provincial Secretary, etc.,
Toronto.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, 10th July, 1872.

WM. MCCULLOCH, ESQ.,
Secretary, W., G. & B. Railway.

DEAR SIR,—I beg to report that the section of this railway between Harriston and Walkerton, a distance of 21¼ miles, is now ready for traffic and in a condition fit for the Government inspection.

I am, Dear Sir,
Yours truly,
(Signed.) THOMAS RIDOUT,
Chief Engineer.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, 22nd July, 1872.

SIR,—I sent you, on 11th inst., a letter from our chief engineer, stating that the line, for a distance of 20 miles beyond Harriston, was fully completed and ready for the inspection of the Government Engineer. Could you make it convenient to send your inspector over the line on Wednesday, and our chief engineer will accompany him?

Yours faithfully,
(Signed.) W. MCCULLOCH,
Secretary and Treasurer.

Hon. P. Gow,
Provincial Secretary, etc.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 23rd July, 1872

SIR,—I have the honour to acknowledge the receipt of your letter of 22nd instant, and to inform you, in reply, that the Government Inspector will meet the chief engineer of the "Wellington, Grey and Bruce Railway" to-morrow, (Wednesday) in Hamilton, for the purpose of inspecting the line of that road, for a distance of 20 miles beyond Harriston.

I have the honour to be,
Sir,
Your obedient Servant,
(Signed.) PETER GOW,
Secretary.

W. McCulloch, Esq.,
Secretary, "Wellington, Grey and Bruce Railway Company,"
Hamilton.

TOWNSHIP CLERK'S OFFICE BRANT,
MALCOLM, July 25th, 1872.

HON. PETER GOW,
Provincial Secretary.

DEAR SIR,—Enclosed please find memorial of the Corporation of Brant Township concerning Railway Debentures, which I hope will receive due consideration.

The people of Brant, I believe, will be glad to deal fairly with the people of the west, but would prefer doing it in a legal way, by a fair vote of the ratepayers.

Please acknowledge receipt, and oblige.

Yours faithfully,
(Signed), DANIEL SULLIVAN,
Township Clerk, Brant, Malcolm P. O.

To the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council assembled.

The Memorial of the Reeve and members of the Municipal Corporation of the Township of Brant, in the County of Bruce,

HUMBLY SHEWETH:

Whereas heretofore the Corporation of said County of Bruce granted aid to the Wellington, Grey and Bruce Railway Company by way of debentures to the amount of two hundred and fifty thousand dollars, subject to certain conditions: And whereas by Order in Council of the Province of Ontario, bearing date the 28th day of February, 1872, founded upon a certain agreement theretofore entered into between said Corporation of the County of Bruce and said company, a certain portion of said debentures were by said order directed to be returned cancelled to said Corporation of the County of Bruce:

And whereas the County Council of the County of Bruce, at its session in the month of June last, passed a resolution to memorialize the Provincial Secretary and the Legislature of the Province of Ontario, to deliver over to the said company debentures uncancelled to the amount of twenty thousand dollars, said uncancelled debentures so to be delivered being a portion of said debentures by said Order in Council ordered to be returned cancelled to said Corporation of the County of Bruce:

And whereas the reeve and members of this Corporation are of opinion that compliance on the part of the Government and Legislature of Ontario with said resolution of said County Council, would be contrary to the spirit of the Municipal Laws of said Province, inimical to good municipal government, and an interference with the rights of the ratepayers of said

County of Bruce, of which this corporation forms a part; and further that these debentures representing, as they do, the people's money should not be diverted without their consent to a purpose foreign to the By-law on which they were founded.

Your memorialists would therefore respectfully request that the matter of the memorial of said Council of said County of Bruce be not complied with nor acceded to, but the whole of the debentures to which said Order in Council refers be returned cancelled to said County of Bruce according to the terms and meaning of said order.

And your memorialists as in duty bound will ever pray.

(Signed) W. COLLINS
Reeve.

(Signed) DANIEL SULLIVAN,
Township Clerk.

[Seal.]

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 29th July, 1872.

SIR,—I have the honour to acknowledge the receipt of the petition of the County Council of the County of Bruce, praying that the Order in Council approved of by His Excellency the Lieutenant-Governor on the 28th day of February last, be amended so as to authorize the Provincial Treasurer to deliver debentures to the amount of $20,000 to the "Wellington, Grey and Bruce Railway Company" out of the debentures of the county issued in respect of its bonus to that company, and which were ordered to be returned by the Provincial Treasurer to the County Council of Bruce for the purpose of being cancelled.

In reply, I have to state that inasmuch as the Order in Council referred to was submitted to the Legislative Assembly and approved of by it, it is not now competent for His Excellency to vary its terms in particulars asked for in the petition.

It would, however, appear that the object of the petitioners could be attained by agreement between your council and the railway company, and, if it should be requisite that the existing Order in Council should be altered to conform to it, the Government would be prepared to do this with the sanction of the Legislature.

I have the honour to be, Sir,
Your obedient servant,
(Signed), I. R. ECKART,
Acting Assistant-Secretary.

George Gould, Esq.,
County Clerk, Walkerton.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 29th July, 1872.

SIR,—I have the honour to transmit herewith a copy of a letter addressed this day by the Provincial Secretary to the County Clerk of the County of Bruce, being in answer to the petition of that county council praying that the Order in Council approved of by His Excellency the Lieutenant-Governor, the 28th day of February last, granting aid to the "Wellington, Grey and Bruce Railway Company," be amended so as to authorize the Provincial Treasurer to deliver debentures to the amount of $20,000 to the "Wellington, Grey and Bruce Railway Company," out of the debentures of the county issued in respect of its bonus to that company, and which were ordered to be returned by the Provincial Treasurer to the County Council of Bruce, for the purpose of being cancelled.

I have the honour to be, Sir,
Your obedient servant,
(Signed), I. R. ECKART,
Acting Assistant-Secretary.

Wm. McGiverin, Esq.,
President,
Wellington, Grey and Bruce Railway Company, Hamilton.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 31st July, 1872.

SIR,—With reference to the memorial of the municipal corporation of the Township of Brant praying that the petition of the county council of the County of Bruce, relating to railway debentures, be not acceded to I have the honour to inform you that no final determination will be come to by the Government on the subject without due consideration of the terms of the agreement within referred to, and to the requirements of the municipal law as also the other circumstances set forth in the memorial.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.

Daniel Sullivan, Esq.,
Clerk,
Township Brant, Malcolm.

PROVINCIAL SECRETARY'S OF
TORONTO, 5th August, 1872.

SIR,—From the report of Mr. Molesworth, Assistant-Engineer, Public Works, Ontario, it appears that your company is now entitled to receive Government aid for 36 $\frac{476}{1000}$ miles, until the new arrangement between the corporation of the County of Bruce and your company is entered into and the present Order in Council modified accordingly. Your company, under the Order in Council, as it now exists is only entitled to receive half the amount of the bonus between the point where the railway enters the boundary of Bruce and Paisley, and this amount will remain in abeyance for the present. You will please forward the distances of the railway from Harriston to the boundary line of Bruce, and from the latter point to Paisley.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) J. R. ECKART.
Acting Assistant-Secretary.

William McGiverin, Esq.,
President,
Wellington, Grey and Bruce Railway Company
Hamilton.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 6th August 1872.

SIR.—In reference to the communication from this office, of the 5th instant, I may further observe that it will be competent for your company to obtain at once the entire sum of $55.320, for the portion of the road constructed within the County of Bruce, on delivering to the treasurer. at his office here, cancelled debentures of the county corresponding to one-half that amount, or $27,660, these being the exact terms of the Order in Council sanctioned by Parliament. The supplementary agreement proposed by the County of Bruce can be dealt with afterwards, when settling the amount for the remaining portion of the road not yet constructed.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting Assistant-Secretary.

W. McGiverin, Esq.,
President,
Wellington Grey, and Bruce Railway Co.
Hamilton.

Copy of an Order in Council approved by His Excellency the Lieutenant Governor, the seventh day of August, A. D., 1872.

The Committee of Council have had under consideration the report of the Honourable Commissioner of Public Works, approving of the report of Mr. Molesworth, the assistant-engineer, dated the 29th July, stating that he has inspected the Wellington Grey and Bruce Railway, between the stations of Harriston and Paisley, and that the distance between the northerly end of the switch of the Harriston siding and the northerly side of the cattleguard, at the southerly side of Balaclava Street, Paisley, is $36 \frac{476}{1000}$ miles, and that such portion of the line of the said railway was completed and in a fit condition for the conveyance of traffic.

The Committee advise that, pursuant to the Order in Council, of the 28th February last, a warrant do issue, in favour of the said Wellington, Grey and Bruce Railway Company, for the sum of $18,340, being payment, at the rate of $2,000 per mile, for the distance between Harriston and the boundary line of the County of Bruce $9 \frac{17}{100}$ miles, and that a warrant do also issue in its favour, for $55,320, for the distance between the last-mentioned point and Paisley, $27 \frac{33}{100}$ miles, being at the rate of $2,000 per mile, under the terms of the Order in Council of 28th February, 1872, such amount to be paid on the company placing in the hands of the Treasurer of the Province debentures of the County of Bruce, equal, at par value, to the sum of $27,660 to be cancelled and delivered to the municipal council of the said county.

Certified.

(Signed) HY. KINLOCH.
A. C. E. C.

22nd August, 1872.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-second day of August, 1872.

The Committee of Council upon the application of the Wellington, Grey and Bruce Railway Company beg to advise that the amounts of $55,320 and $27,660 respectively mentioned in the Order in Council of the 7th August instant, as the amount of the railway subsidy payable to the said railway company in respect of so much of its line within the County of Bruce as is completed according to the report of W. Molesworth, C.E., and the amount of debentures to be returned and cancelled accordingly be varied by making $46,000 the amount to be now paid the said company and $23,000 the amount of cancelled debentures to be returned to the corporation of the County of Bruce.

22nd August, 1872. Certified.

(Signed), HY. KINLOCH,
A. C. E. C.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, 26th August, 1872.

SIR, - Among the documents belonging to this company in the possession of the Government are

Agreement with County of Bruce for division of Government aid granted on line running through that county and contract with W. Hendrie, Esq, for that part of the southern extension extending westward from Listowell.

They are required for reference in the office. Be kind enough to forward them and oblige,

Yours faithfully,

W. M'CULLOCH,
Secretary and Treasurer.

Hon. P. Gow, &c., &c., &c.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 30th August, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of 26th instant, and to transmit herewith copy of agreement with County of Bruce for division of Government aid granted on line running through that county and contract (original) with W. Hendrie for that part of the southern extension of the Wellington, Grey and Bruce Railway extending westward from Listowell.

I have the honour to be, Sir,
Your obedient servant,
I. R. ECKART,
Acting Assistant Secretary.

W. W. McCulloch, Esq.,
Secretary,
W. G. & B. Railway,
Hamilton.

WELLINGTON GREY, AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, 25th Sept., 1872.

SIR,—Referring to my letter of 26th ultimo requesting the return of contract with Mr. Hendrie and agreement with County of Bruce I duly received them. I find however that the specifications, &c., attached to Mr. Hendries contract were not returned. Will you be kind enough to forward them to me and oblige,

Yours faithfully,
W. McCULLOCH,
Sec'y and Treasurer.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

Memo. Mailed specifications 27th Sept. '72.

H. A.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, November 16th, 1872.

SIR,—I have the honour to inform you that the "Wellington, Grey and Bruce Railway" will be ready for the inspection of the Government Engineer on Monday the 25th instant. Our chief engineer will hold himself in readiness to accompany the Government Inspector on that day.

Yours faithfully,
(Signed), W. McCULLOCH,
Sec'y and Treasurer.

Hon. T. B. Pardee,
Provincial Secretary,
Toronto.

WELLINGTON, GREY AND BRUCE RAILWAY,
HAMILTON, Ont., 26th November, 1872.

SIR,—In reference to the interview, the deputation from this county had with the Government on the 23rd inst., I beg respectfully to lay before you for the consideration of the Government, the case of the Southern Extension of our line from Palmerston to Wingham, as an applicant for Government aid under the provisions of the Railway Aid Act of 15th February, 1871. In the early history of the company, a deputation from the section of country through which the line was to pass, accompanied by the president of the company, waited upon the late John Sandfield Macdonald, the then Attorney-General, in reference to obtaining Government aid. "The Toronto, Grey and Bruce" scheme, and our Southern Extension were then engaging the attention of the people. Mr. Macdonald stated that the proper course to pursue was to submit our by-laws, and if our scheme met with the approval of the ratepayers at the polls, aid would be given to the line.

At this time our scheme was to construct the line to the Village of Lucknow, only about fifty miles from Palmerston. At a subsequent interview with Mr Blake, when President of the Council, we stated that we had made arrangements to extend the line to Kincardine, seventeen miles. Mr. Blake advised us also to submit our by-laws for this further extension, and the impression left on the minds of those present was, that on the success or defeat of our by-law, the action of the Government would depend. Our by-laws in each case were submitted, and were all carried by large majorities, excepting that of the Township of East Wawanosh, which was defeated. The conditions of our by-laws called for the immediate construction of the line to be completed in two years. Contracts were accordingly let, the work commenced, and there are now nearly thirty miles of the line ready for the rails.

In consequence of the large increase in the price of iron this year, the line will cost from $1,200 to $1,500 per mile, more than we estimated, and the difference taken in connection with the fact that from the inception of the scheme we expected to receive Government aid on its whole length, and based our by-laws accordingly, will leave us a large deficiency on completing the line to Kincardine. The company and the ratepayers who contributed bonuses to to the extension have observed the grant of aid to the "Toronto Grey and Bruce Railway," from Orangeville to Owen Sound and Mount Forest, and from Harriston to Wingham, and they feel it would be a great hardship if this company should be rendered unable to complete its line for want of assistance from the Government, when the works are progressing so favourably and so rapidly. It should be remembered that acting in good faith on the expectation of receiving generons treatment, we pushed our line a head, with all the energy at our command. I am not overstating the matter either, when I say that our astonishment at receiving aid only on a portion of our line was fully shared by the ratepayers who had so unanimously contributed their support to the scheme. The line runs through a newly settled tract of country, rich in the products of the soil. It offers to the people the most advantageous railroad connections and a choice of markets, that its rival the "Toronto, Grey and Bruce Line," on account of its difference of gauge with the leading lines of the country cannot hope to offer. It is admitted that the Town of Guelph on our main line has been for years, and is the natural centre for the business of the largest portion of Wellington, Grey, Huron, Bruce, and Perth Counties. At Guelph, in direct communication with our Southern Extension, the forwarder can send or receive his goods by the two Great Trunk Lines of Canada, viz.: The Great Western to the seaboard and to points east and west, or by the Grand Trunk to Toronto and Montreal, or to Sarnia and Goderich. I think it can be shewn too by actual returns that Toronto reaps as much benefit from our main line as the City of Hamilton does. It has been urged as a reason why this company should not receive aid on its southern extension, that the line is a crooked one, that the distance from Palmerston to Kincardine is much greater than it would be on account of the many curves that it makes in running from point to point, and that the traveller from either end of the line would have to pay an increased price in consequence. To this we reply that reaching the lake was only a secondary object with us, the intention being to serve and accommodate as much of the country as was possible. The principal curve is on the first twenty miles where the line runs from Palmerston to Listowell, and thence south to the centre of the Township of Elma. The Townships of Elma, Grey and Mornington abound in pine timber of the finest quality, and in and around the little Village of Monckton in the southerly part of Elma, the bulk of the lumber business is transacted. It was to get near this point, to find easy and convenient transport for the immense amount of lumber now being sawn in the mills there, that the curve was made in the line. It has also been urged as a reason why this curve should not have been made, that in a few years the supply of pine will be exhausted. To this we have to say, that admitting such to be the case, and the indications are that it will be many years before the supply runs out, the road will be doing a good work in clearing the land for the settlers, while the splendid mill privileges will remain for all time.

It may be noticed that a larger tract of country is served by the southern extension than by any of its rival projects, running as it does about equi-distant between the main line of the "Wellington, Grey and Bruce," and the "Buffalo and Lake Huron Railways," which are between thirty and forty miles apart, it serves a large tract of country that is too far removed from either of these lines. In this connection it may be remarked that if our line had not been built the "Toronto, Grey and Bruce" line from Harriston to Wingham would have left a very large portion of country without the convenient railway facilities that will be enjoyed by the people when our extension is completed.

That the feeling of the people is entirely with us, we have only to point out to you in addition to the carrying of the By-laws already alluded to, that every municipality along the line, not excepting East Wawanosh, in which we were defeated, petitioned the Government of the late John Sandfield Macdonald to give us aid. These petitions are at present in the hands of the Government.

In conclusion, the company asks that aid be given to that portion of the line between Palmerston and Wingham, 39 miles, out of the amount provided by the Railway Aid Act, of 15th February, 1871.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) Wm. McGiverin,
President.

The Honourable T. B. Pardee,
Provincial Secretary, Toronto.

Provincial Secretary's Office,
Toronto, 19th December, 1872.

Sir,—With reference to your letter of 26th November last, I am directed to state that, after having given repeated consideration to your application, with every disposition to meet your views, the Government has been unable to see their way to accede to your request. They have been obliged to consider the matter in view, 1st, of the fact that the application was refused by the late Government; 2nd, of the grounds on which that refusal rested; 3rd, of the limited amount of the railway subsidy, and, 4th, of the numerous railways whose claims they are bound to hear and decide upon before appropriating part of what remains to a proposition which the last Government had decided against.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. Eckart,
Acting Ass't Secretary.

Wm. McGiverin, Esq., President,
"Wellington, Grey and Bruce Railway Company,
Hamilton.

Hamilton, 11th January, 1873.

Sir,—After the passing of the By-law of the County of Bruce, granting aid to the extent of $250,000 to the "Wellington, Grey and Bruce Railway," an Order in Council was passed to grant a subsidy to the road on condition that the railway company should return to the treasurer, to be cancelled, debentures of the county to the extent of half of the aid granted within the limits of the County. The county council, subsequently, by resolution in June last, determined to waive their rights, in this respect, so far as to accept the return of $23,000 in satisfaction of the condition imposed by the Order in Council, and to leave in the treasurer's hands $20,000 of their debentures, to be delivered over to the railway, in aid of the Southern Extension of their line on certain terms. The Government considered that it would be better for the county council to enter into an agreement with the railway company, modifying the terms of their previous agreement, and they intimated that, on receipt of such agreement, they would vary the Order in Council and submit it to Parliament for its concurrence.

We have the honour now to enclose an agreement which has been executed by the County of Bruce, with a view to give effect to this resolution, and we have to request that you will bring the matter, as early as possible, under the consideration of His Excellency in Council.

The railway company relied on receiving this money long since, and if the Order in Council could be varied, and such variation, ratified at an early date, it would greatly oblige them, as the means are urgently required for the payments of the contractor, the whole line to Southampton having been completed and approved of by the Government Inspector.

Yours obediently,
BURTON, BRUCE & WALKER.

The Hon. T. B. Pardee,
Provincial Secretary, etc.,
Toronto.

ARTICLES OF AGREEMENT made this fourth day of December, in the year of our Lord one thousand eight hundred and seventy-two, by and between the corporation of the County of Bruce, of the first part, and the Wellington, Grey and Bruce Railway Company, of the second part.

Whereas, by certain articles of agreement, made between the parties hereto, on the ninth day of November, 1871, the said railway company did agree to pay over, or cause to be paid over, fifty per cent. of all such moneys as they should receive from the Government of Ontario, under the Act in aid of railways, in respect of the line of this railway from the boundary of Bruce to Southampton

And whereas, by an Order in Council, passed on the twenty-eighth day of February last, a grant of a sum equal to two thousand dollars per mile was made to the said company, but it was in and by the said order, provided that, having regard to all the facts and to the said in part recited agreement, the said grant should be subject to the conditions that the company should, in satisfaction of the said agreement, deliver to the Treasurer of Ontario, to be returned as cancelled to the Corporation of Bruce, such an amount of the debentures of the county issued in respect of its bonus to the company, as should, at par, be equal to one-half the aid granted under the said orders for that portion of the said railway lying within the limits of the County of Bruce, as aforesaid

And, whereas the aid so granted for this portion of the lines lying within the limits of the County of Bruce, amounts to eighty-six thousand dollars, for one-half of which, by the terms of the said Order in Council, debentures were to be given up to be cancelled. And, whereas, the Corporation of the County of Bruce, being desirous of aiding the Southern Extension of said railway did afterwards, at its sittings in June, pass a resolution authorizing the delivery of debentures to the extent of $20,000 out of the said sum of forty-three thousand dollars, upon the terms and subject to the conditions in the said resolution expressed.

And, whereas, in pursuance of the conditions so imposed by the said Order in Council, the said company has delivered to the Treasurer of the Province, to be returned as cancelled, twenty-three thousand dollars of the said debentures, and it is desirable to amend the said in part recited agreement so as to enable the Government to pay the residue of the said subsidy to the said company, and to provide for the delivery of the debentures to the extent of twenty thousand dollars, to the said company, in aid of the Southern Extension, upon the terms and conditions referred to in the said resolution.

Now, therefore, this agreement witnesseth, and it is hereby mutually agreed as follows:

First. The delivery of the said twenty-three thousand dollars of debentures cancelled, shall be deemed to be a satisfaction of the said in part recited agreement, and the production of this agreement, or a duplicate thereof, under the hand of the warden, and sealed with the corporate seal of the county shall be a sufficient authority for the Treasurer of Ontario to pay over the residue of the said Government aid to the said company, whenever they shall satisfy the Government that they have complied with the conditions of the said Act.

Second. The said debentures, to the extent of $20,000 shall remain in the hands of the treasurer, to be applied in aid of the Southern Extension, within the County of Bruce, and to be delivered to the company on the order of the Warden, in terms of said resolution passed in June last.

JOHN GILLIES,
Warden.

Geo. Gould, Clerk. [L.S.]

(A)

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 12th January, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of an agreement executed by the County Council of the County of Bruce, having reference to aid granted to the "Wellington, Grey and Bruce Railway Company," and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) I. R. ECKART,
Acting Assistant Secretary.

Messrs. Burton, Bruce & Walker,
Barristers, etc., Hamilton.

AN AGREEMENT made the day of , in the year of our Lord one thousand eight hundred and seventy-two,

Between the Wellington, Grey and Bruce Railway Company, hereinafter called the Wellington Company, and the Toronto, Grey and Bruce Railway Company, hereinafter called the Toronto Company.

Whereas the Companies, parties hereto, are authorized under the Acts relating thereto, respectively to construct their respective lines of railway to Lake Huron, at or near the Village of Kincardine. And whereas in its said course the line of the Toronto Company intersects the main line of the Wellington Company, at or near the Village of Harriston, in the Township of Minto, and its proposed line to Kincardine, at or near the Village of Wingham, in the Township of Turnberry.

And whereas by an order of His Excellency the Lieutenant-Governor in Council, dated the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and seventy-two, made under the "Act in aid of Railways," and confirmed pursuant to the Act amending the same by resolution of the Legislative Assembly of Ontario, it was provided that the payment to be made the said Wellington Company out of the railway fund should be subject to the condition (amongst others) that the said Wellington Company should, before the first of June next, agree by an indenture embodying all proper details and approved by the Lieutenant-Governor in Council, that in case the Toronto Company do comply with the conditions imposed upon that Company by the said order in Council, then the Wellington Company would do what might be necessary, including the works preparatory for the laying of a third rail, in order to give the Toronto Company running powers over that portion of the railway of the Wellington Company lying between Wingham and Kincardine aforesaid, on terms to be settled by arbitration as in the said order mentioned.

Therefore, in pursuance of the said order in Council and for giving effect to the terms of the said recited condition, it is hereby mutually agreed by and between the said Wellington Company of the one part, and the said Toronto Company of the other part, as follows, that is to say:

1. On the completion by the Wellington Company of the said portion of their railway, the Toronto Company and their officers and servants from time to time may run over, work, and use the same with their engines, carriages, and waggons of every description, and for the purpose of traffic of all kinds, and may use the stations, watering places, works and conveniences connected therewith, upon such terms, stipulations and conditions, and upon the payment of such tolls as may be agreed upon between the Wellington Company and the Toronto Company.

2. Failing such agreements, the terms, stipulations, conditions and payments for such running overworking and using of the said portion of railway, shall be such terms, stipula-

tions, conditions and payments as shall be determined by arbitration in the manner hereinafter provided.

3. The Wellington Company engages to so construct the said portion of their railway that in event of the gauge of the railways of the said Companies being different the Toronto Company may, by laying down a third rail, make the said portion readily available for the exercise of the running powers mentioned in the preceding clause, and in case of any difference between the two said Companies in respect of the matters in this clause mentioned, the same shall be determined by arbitration in the manner hereinafter provided.

4. In the event of the Wellington Company failing to complete the said portion of railway within the time contemplated by the said recited order in Council, or becoming disentitled to the aid authorized thereunder, the Toronto Company shall be at liberty to apply to His Excellency the Lieutenant-Governor in Council for aid in respect of the said portion of the said line of railway.

5. If the Wellington Company and the Toronto Company shall be unable to agree upon any of the foregoing matters in which it is provided that arbitration shall be resorted to in case of disagreement, then unless both parties shall concur in the appointment of a single arbitrator, each party on the request of the other party shall nominate and appoint one disinterested person as arbitrator on their respective behalves, and those two shall choose a third who shall likewise be a disinterested person, and the award of the said three arbitrators, or of any two of them, shall be binding on both parties to the said submission.

6. In proceeding to arbitration, either of the Companies may give to the other party notice in writing, naming the arbitrator of the party desiring such arbitration, and requiring the other party to name an arbitrator on behalf of the party so served as aforesaid, and setting out the matters upon which arbitration is required, and thereupon within thirty days after the service of such notice upon the party so required to name an arbitrator as aforesaid, such party shall name their arbitrator, and shall give notice thereof in writing to the party requiring the said arbitration, and the said two arbitrators shall, within ten days after the service of the said last mentioned notice, meet and choose a third arbitrator, and in case of disagreement the said third arbitrator shall be appointed by the Lieutenant-Governor in Council, and the said three arbitrators, or in case any one of them refuses or fails to act, any two of them shall, in writing, appoint a time and place of meeting to hear and determine the said matters so in dispute and respecting which the parties cannot agree as aforesaid, of which meeting both parties to the said reference, and in case the appointment is made by two of the arbitrators, the arbitrator who may not have joined in making such appointment shall have at least ten days notice in writing, and thereupon at the time and place so named and fixed, the said three arbitrators, or any two of them, shall proceed to hear the said parties and shall determine the matter or matters so submitted as aforesaid, and such award so made by the said three arbitrators, or any two of them, shall be binding on both parties.

7. The said notices and proceedings, up to the meeting of the said arbitrators, shall be a submission between the said parties, and as such may be made a rule of any of Her Majesty's superior courts for Ontario, at Toronto.

8. Any such award so made save only as to the point of junction of the said two railways, if that be a matter so referred, shall extend in the first instance to the period of three years from the date thereof, and in subsequent instances to periods of five years respectively, for such time as any powers mentioned in the said award may have been exercised before the making of such first award, in consequence of the time required to bring about the arbitration, the said award shall be taken as fixing the tolls to be paid for the exercise of the said powers up to the date of the said award.

9. At the expiration of the said first period of three years, if the said companies cannot agree upon the terms, stipulations, conditions and payments upon which the running powers hereinbefore mentioned shall be exercised, then the said parties shall proceed to fix such terms, stipulations, conditions and payments by arbitration in the manner above provided, and so on from time to time, for the period of five years only at any one time, so long as the said powers are required, and until such new award shall be made, the award preceding it shall be the rule and guide between the parties.

10. In making any award upon the matters referred, the arbitrators shall have regard to the amount of aid granted to the Wellington, Grey and Bruce Railway Company, in respect of the said portion of railway under the said recited order in Council.

11. The companies parties hereto will respectively promote and consent to such applications to the Legislature of the Province of Ontario, or of the Dominion of Canada, as may be necessary to make valid, or to give effect to this agreement, and in the event of either company omitting or refusing so to do, such company shall cease to be entitled to any benefit of the said recited order in Council in respect of the said portion of railway.

12. This agreement shall become void in case the said order in Council be not confirmed by resolution of the Legislative Assembly of Ontario, at its next session.

13. The arbitrator or arbitrators to be appointed under this agreement, and under a similar agreement between the parties hereto for granting to the Wellington Company running powers over the railway of the Toronto Company, between Harriston and Wingham, shall unless the parties otherwise agree, be identical.

In witness whereof, the said companies parties hereto, have hereunto affixed their corporate seals and

Signed sealed and delivered in the presence of

An Agreement made the day of in the year of our Lord one thousand eight hundred and seventy-two, between the Wellington, Grey and Bruce Railway Company, hereinafter called the Wellington Company, and the London, Huron and Bruce Railway Company, hereinafter called the London Company.

Whereas, the companies parties hereto are authorized under the Acts relating thereto respectively, to construct their respective lines of railway to Lake Huron, at or near the Village of Kincardine, and in their said course approximate at or near the Village of Wingham.

And whereas by an order of His Excellency the Lieutenant-Governor in Council, dated the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and seventy-two, made under the Act in aid of railways, but requiring confirmation pursuant to the Act amending the same by resolution of the Legislative Assembly of Ontario, it was provided that the payment to be made the said Wellington Company out of the railway fund should be subject to the condition (amongst others that the said Wellington Company should before the first of June next, agree by an indenture embodying all proper details, and approved by the Lieutenant-Governor in Council to do what might be necessary, including the works preparatory to the laying of a third rail in order to give the London Company running powers over that portion of the railway of the Wellington Company, lying between Wingham and Kincardine aforesaid, on terms to be settled by arbitration, as in the said order mentioned.

Therefore in pursuance of the said order in Council, and for giving effect to the terms of the said recited condition, it is hereby mutually agreed by and between the said Wellington Company of the one part, and the said London Company of the other part, as follows, that is to say:—

1. On the completion by the Wellington Company of the said portion of their railway, the London Company and their officers and servants from time to time may run over, work, and use the same with their engines, carriages, and waggons of every description, and for the purpose of traffic of all kinds, and may use the stations, watering places works and conveniences connected therewith, upon such terms, stipulations and conditions, and upon the payment of such tolls as may be agreed upon between the Wellington Company and the London Company.

2 Failing such agreement, the terms, stipulations, conditions and payments for such running over, working and using of the said portion of railway, shall be such terms, stipulations, conditions and payments as shall be determined by arbitration in the manner hereinafter provided.

3. The Wellington Company engages to so construct the said portion of their railway, that in the event of the gauge of the railways of the said companies being different the London Company may by laying down a third rail make the said portion readily available for the exercise of the running powers mentioned in the preceding clause, and in case of any difference between the said two companies in respect of the matters in this clause mentioned, the same shall be determined by arbitration in the manner herein provided.

4. In the event of the Wellington Company failing to complete the said portion of railway within the time contemplated by the said recited order in Council, or becoming disentitled to the aid authorized thereunder, the London Company shall be at liberty to apply to His Ex-

cellency the Lieutenant-Governor in Council for aid in respect of the said portion of the said line of railway.

5. If the Wellington Company and the London Company shall be unable to agree upon any of the foregoing matters in which it is provided that arbitration shall be resorted to in case of disagreement, then unless both parties shall concur in the appointment of a single arbitrator, each party on the request of the other party shall nominate and appoint one disinterested person as arbitrator on their respective behalves, and these two shall choose a third, who shall likewise be a disinterested person, and the award of the said three arbitrators, or of any two of them shall be binding on both parties to the said submission

6. In proceeding to arbitration either of the companies may give to the other party notice in writing naming the arbitrator of the party desiring such arbitration, and requiring the other party to name an arbitrator on behalf of the party so served as aforesaid, and setting out the matters upon which arbitration is required, and thereupon within thirty days after the service of such notice upon the party so required to name an arbitrator as aforesaid, such party shall name their arbitrator, and shall give notice thereof in writing to the party requiring the said arbitration, and the said two arbitrators shall within ten days after the service of the last mentioned notice meet and choose a third arbitrator, and in case of disagreement the said third arbitrator shall be appointed by the Lieutenant-Governor in Council, and the said three arbitrators, or in case any one of them refuses or fails to act, any two of them shall in writing appoint a time and place of meeting, to hear and determine the said matters so in dispute and respecting which the parties cannot agree as aforesaid, of which meeting both parties to the said reference, and in case the appointment is made by two of the arbitrators, the arbitrator who may not have joined in making such appointment shall have at least ten days' notice in writing, and thereupon at the time and place so named and fixed, the said three arbitrators, or any two of them, shall proceed to hear the said parties, and shall determine the matter or matters so submitted as aforesaid, and such award so made by the said three arbitrators, or any two of them, shall be binding on both parties.

7. The said notices and proceedings up to the meeting of the said arbitrators shall be a submission between the said parties, and as such may be made a rule of any of Her Majesty's Superior Courts for Ontario at Toronto.

8. Any such award so made, save only as to the point of junction of the said two railways, if that be a matter so referred, shall extend in the first instance to the period of three years from the date thereof, and in subsequent instances to periods of five years respectively, but for such time as any powers mentioned in the said award may have been exercised before the making of such first award in consequence of the time required to bring about the arbitration, the said award shall be taken as fixing the tolls to be paid for the exercise of the said powers up to the date of the said award.

9. At the expiration of the first period of three years if the said companies cannot agree upon the terms, stipulations, conditions and payments upon which running powers hereinbefore mentioned shall be exercised, then the said parties shall proceed to fix such terms, stipulations, conditions and payments by arbitration in the manner above provided, and so on from time to time for the period of five years only, at any one time, so long as the said powers are required, and until such new award shall be made, the award preceding it shall be the rule and guide between the parties.

10. In making any award upon the matters referred, the arbitrators shall have regard to the amount of aid granted to the Wellington, Grey and Bruce Railway Company, in respect of the said portion of railway, under the said recited Order in Council.

11. The companies parties hereto will respectively promote and consent to such applications to the Legislature of the Province of Ontario, or of the Dominion of Canada, as may be necessary to make valid or to give effect to this agreement, and in the event of either company omitting or refusing so to do, such company shall cease to be entitled to any benefit of the said recited Order in Council in respect to the said portions of railway.

This agreement shall become void in case the said Order in Council be not confirmed by resolution of the Legislative Assembly of Ontario, at its next session.

In witness whereof the said companies, parties hereto, have hereunto affixed their corporate seals, and

Signed, sealed and delivered
in presence of

SUPPLEMENTARY RETURN

To an Address to His Excellency the Lieutenant-Governor, praying His Excellency to cause to be laid before this House copies of all correspondence, since February, 1872, relating to the payment of a subsidy to the Southern Extension of the Wellington, Grey and Bruce Railway, and the Toronto, Grey and Bruce Railway, with copies of all Orders in Council respecting said railways.

By command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, March, 1873.

SCHEDULE OF SUPPLEMENTARY PAPERS AND LETTERS RELATING TO THE TORONTO, GREY AND BRUCE RAILWAY.

1873.
March 7.—Letter, from W. Sutherland Taylor, Secretary of Company, to Provincial Secretary.
March 7.—Petition, Toronto, Grey and Bruce Railway Company, enclosing statement of estimated cost of completing works.
1872.
January 18.—Extract of Letter from John Gordon, President of Company, to Provincial Secretary.
February 16.—Letter, from John Gordon, President, to Provincial Secretary.
February 16.—Letter, from Thomas Scott, M.P.P., to President of Company.
1873.
March 7.—Letter, from I. R. Eckart, Assistant Secretary, to W. Sutherland Taylor, Secretary of Company.

THE TORONTO, GREY AND BRUCE RAILWAY,
SECRETARY AND TREASURER'S OFFICE,
TORONTO, 7th March, 1873.

SIR,—I have the honour to herewith enclose the petition of the Toronto, Grey and Bruce Railway Company, praying that the amount of $3,000 per mile asked for in their petition of 1871, over that part of their line from Orangeville to Owen Sound may be granted.

I am, Sir,
Your obedient servant,
W. SUTHERLAND TAYLOR.

The Honourable T. B. Pardee,
Provincial Secretary of Ontario.

(Copy.)

To His Excellency The Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario.

The Petition of the Toronto, Grey and Bruce Railway Company
HUMBLY SHEWETH:

That in September 1871, the Toronto, Grey and Bruce Railway Company petitioned your Excellency for aid under the Act in aid of railways, to enable them to complete that section of their line from Orangeville to Owen Sound, setting out in detail the financial scheme of the company, and the reasons why aid should be granted to the extent asked, and shewn in schedules 3 and part of 4 attached thereto, together with memorandum "M" Sessional Papers 29, 1871-2, under "secondly" and the letters dated 16th February, 1872, from the president of the company, and Thomas Scott, Esquire, M. P. P., to Honourable Peter Gow, copies of the said schedules and other papers are hereto attached.

That an Order in Council was passed on the 28th February, 1872, whereby it was provided that the company should be aided to the extent of $2,000 per mile on the section above referred to. John Gordon, the president, and W. F. McMaster, one of the directors of the company, on ascertaining that only $2,000 per mile had been granted, saw the Honourable Edward Blake and remonstrated with him in reference to it, but as the House of Assembly was not then in session nothing could be done.

The board of directors having made all their financial arrangements based upon the supposition that they would obtain a grant of $3,000 per mile, and which they had reason from the late Honourable J. Sandfield Macdonald to expect, were placed in a difficult position with those parties to whom bonds of the company had been sold under the representation that the Government would grant $3,000 and thereby enable the company to complete the undertaking; also that it was impossible to finish the road without that sum. The directors at great personal risk determined not to abandon the enterprise, but to strain every effort to float the company along until the next session of the Legislature, and then again lay their case before Government, this they have done; but now find it impossible to do so any longer, or complete the road without the additional $1,000 per mile, that this was the best course, the following will shew, viz: Had the company abandoned the contracts then entered into, it would have cost at the present time a sum of $250,000 more to again commence operations and place the company in as good a position as it was in March, 1872; iron had been ordered (and credits obtained) at a cost of £7 10 0 per ton, (and out of which the contractors were exceedingly anxious to get). This iron could not now be obtained at less than £12 10 0 sterling per ton, making a difference on the total cost of $120,000 or nearly $2,000 per mile; again the contracts for the construction had been let at figures on which one of the contractors is likely to lose heavily, and the other will not make any profit. The contractors say that to now take the same contracts the work could not be done under $1,000 per mile more; take with this the fact that rolling stock and everything connected with railway construction has very much increased in price, the board of directors have no hesitation in saying that it would now cost at least a total of $4,000 more per mile to place them in the same position as they are at present, had they now to order iron and locomotives, let the contracts for construction and rolling stock which additional $4,000 per mile would have amounted to a virtual abandonment of the road, as the means could not have been raised, and thereby leaving that large section of country unsupplied with railway accommodation.

The position taken by the company at the date of their former petition as to the benefit that would accrue to the Government has now become a fixed fact, and lands which could not be sold a few years past at 10 cents per acre, and were offered at that by auction and no bidders, are now largely sought after.

The directors made every effort to enable them to lay the whole of the iron from Orangeville to Owen Sound by the 1st January, 1873, and would have succeeded but for the very early and severe winter, there being only about 4 miles more to lay.

The Act of incorporation of the company provides that the company issue bonds only to the extent of the paid-up capital, municipal and other bonuses, actually expended in works of construction (see 31st Vic. cap. 40, sec. 21,) so that the loss of $1,000 per mile over a mileage of 68 miles is not simply a loss of $68,000, but also of the similar sum the company could issue in bonds, making $136,000, and in addition to this in June last, judgment was given against the company in the case of the Luther By law, making a further reduction of $30,000 in all $166,000 out of capital account, a most serious item. The most rigid economy has been exercised in every branch of the company's service, and never in the history of railways on this continent has so much work been done at so small a cost as has been done by the company.

If the Government desire an inspection of the company's books and papers, the board of directors will afford them every facility.

This is not simply a case of temporary embarrassment in the company's affairs, if they do not obtain the $3,000 per mile; but will result in an absolute stoppage as they will be totally unable to complete their line without it, and even with it there will be a considerable deficiency which the company will have to float.

Your petitioners, therefore, pray the Government will take such steps in the matter as may be necessary in order that your petitioners may receive the sum of $1,000 per mile of railway on that section of the company's line from Orangeville to Owen Sound, in addition to the sum of ($2,000) two thousand dollars per mile already authorized under the Act in aid of railways.

(Signed,) W. Ramsay,
Vice-President of T. G. and B. R.
(L.S.) W. Sutherland Taylor,
Secretary and Treasurer, T. G. and B. R.

Toronto, 7th March, 1873.

Schedule Number Three.

Orangeville to Owen Sound, sixty-eight miles.
Ability of the company to build the road.
Estimated cost to complete the works $1,088,000.

Bonuses	$300,000	
Stock proportion of $150,000 still to be called up apportioned to Owen Sound extension	90,000	
Government bonus, 68 miles at $3,000 per mile	204,000	$594,000
Bonds on the above	594,000	
Less 15 per cent discount	89,100	504,900
		$1,098,900

Part of Schedule Number Four.

Claim of the Toronto, Grey and Bruce Railway Company for aid from the Government of Ontario, in the construction of that portion of their railway from Orangeville to Owen Sound.

The road from Orangeville to Owen Sound, sixty-eight miles in length, is not yet commenced, the estimated cost and the assets of the company show that, making use of all their bonuses and all their own available means granted to them by Parliament, by issuing every bond they are entitled to, they cannot reach their destination on the waters of the Georgian Bay unless the Government grant them aid to the extent of three thousand dollars per mile. The County of Grey is one which has received no aid from Government in time gone by, and which has had to bear its share of the burden caused by the aid granted to more fortunate counties.

The company feel that the Government in making the grant will be using the money placed at their disposal in opening up a county which is one of the finest in Ontario, and which from its remoteness from markets has hitherto remained to a great extent in the back ground.

For a considerable portion of the distance this railway runs through the highest table lands in the Province of Ontario, some one thousand five hundred feet above the level of Lake Ontario, and from this point the water runs either to the Lakes Huron, Erie and Ontario, or to the Georgian Bay. From its being so large an area, this summit is very imperfectly drained, and it needs only to mention that the Townships of Melancthon and Proton are passed through by the railway for a distance of upwards of twenty miles to shew that the works of this road must greatly tend to drain and improve the land near its route for some distance on either side.

This portion of the country is further from any outlet to civilization, than almost any other part of the Province of Ontario, and by the facilities afforded by this railway, a vast tract of country is brought within easy distance of the Metropolis of the Province, and made available at once for settlers, and there is little doubt, but that the large tracts of land still vested in the Crown situate in the Townships of Amaranth, Melancthon and Proton will within a very short time be taken up by actual settlers at fair prices.

(Extract from a letter from John Gordon to the Honourable the Provincial Secretary.)

"M."

THE TORONTO, GREY AND BRUCE RAILWAY,
PRESIDENT'S OFFICE,
TORONTO, 18th January, 1872.

* * * * * *

SIR,—Secondly a deputation consisting of the Honourable John McMurrich, Vice-President of the Company, and several members of the board, together with J. G. Worts, Esq., the Honourable J. H. Cameron, and other prominent citizens of Toronto, accompanied by the Honourable Adam Crooks, and the Honourable M. C. Cameron, members for the City of Toronto, and the members for the County of Grey, Messieurs Lauder and Scott, waited upon the Honourable J. Sandfield Macdonald in the month of August last, and after all expressing their views it was urged by Mr. Scott and Mr. Lauder, that, as the County of Grey had never received any Government money, and on account of the poor character of the country, and the large quantity of Government lands unpaid for and unsold, a bonus of three thousand dollars per mile should be granted.

Mr. Macdonald instructed the company to send in the petition asking the aid which was then demanded, and informed the deputation that as soon as it was received, the Government would appoint an inspector to examine the country, upon receiving whose report they would take up the matter.

* * * * * *

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOHN GORDON,
President.

To the Honourable
The Provincial Secretary.

(Copy)

OFFICE OF TORONTO, GREY AND BRUCE RAILWAY,
16th February, 1872

The Hon, P. Gow,
Provincial Secretary.

SIR—In further explanation of the position of the affairs of the company, I desire to call your attention particularly to the facts connected with its application for aid to the Government.

Referring to Schedule Number two (2) attached to the petition of August last, the item $15,000 (Luther bonus), which on compromise we expected to get, has now become problematical as the Council of Luther have filed a Bill in Chancery to obtain the debentures from the Provincial Treasurer, and in such Bill utterly repudiate that they are in any wise liable for any part of their bonus. If they are successful in this, it will make a difference in the financial strength of the company of $30,000 less than is shown in the schedule referred viz., $15,000 bonus, and $15,000 bonds to be issued thereon. As the expenses of the company have been increased upon this section by the necessity found for additional rolling-stock, which has had to be provided at an expenditure of $20,000 dollars.

Referring to the Schedule Number three (3) attached to the petition above mentioned, in which the estimated cost to complete the works from Orangeville to Owen Sound was placed at $1,088,000. This was based upon the then price of iron and railway material; since the date of the petition, these prices have, as you are aware, increased to an extent which could not have been foreseen, and in the items of fastenings and rolling stock alone, there will be, as can be shown by our contracts, an increased cost to the company of $20,000.

I had, while in England last July, consultations with several manufacturers having regard to the supply of rails for the Grey extension, and having explained to them the financial position of the company, based upon the assumption of a grant from Government of $3,000 per mile from Orangeville to Owen Sound, and $2,000 per mile from Orangeville to Mount Forest, and upon explaining to them that the Company would then be in a position to place a credit to meet the payments immediately on the manufacturers requiring the same, I succeeded in making arrangements with a firm to supply 5,000 tons of rails at £7 10s. 6d. sterling, which price has been increased to the unparalleled price of £11 10s. sterling, making a difference in round numbers of $100,000 to the company in case the company, through failing to receive the Government bonus to the amount stated, were unable to meet their engagement.

Referring to my letter of the eighteenth (18) of January as to the elevators and works at Owen Sound, I have to say that these works will add to the cost of the road $75,000.

These additional items, together with the loss of the Luther bonus, make up a total extra of $145,000 to be raised by the company above that shown by the petition, and in case the company fail, from the reasons above stated, to provide the necessary credit for the rails, a further loss of $100,000 will be sustained by them.

In conclusion, I may add that the directors will be glad to meet the members of the Government at any time, and give any explanation or further information which they may consider can be more readily afforded by means of a personal interview.

I have the honour to be, Sir,
Your obedient servant,
(Signed) JOHN GORDON,
President.

HOUSE OF ASSEMBLY,
TORONTO, 16th February, 1872.

JOHN GORDON, Esq.,
President, Toronto, Grey and Bruce Railway,
Toronto.

MY DEAR SIR:—When I met with the board of directors of the Toronto, Grey and Bruce Railway in August last, to wait on the late Honourable Attorney-General, respecting a bonus for that railway, after some discussion the Attorney-General and another member of the Ministry who was present, decided that the line from Orangeville to Owen Sound was justly entitled and should be aided to the extent of three thousand dollars per mile.

There was considerable discussion with regard to other portions of the road, but with the exception of this portion, there was no definite action taken or arrived at.

I fully understood at the time that an Order in Council would be passed, recommending His Excellency the Lieutenant-Governor, to sanction the rate per mile for that portion of the road, viz: from Orangeville to Owen Sound of $3,000 per mile.

In cases of this kind where a pledge was distinctly given by the late Government, I have not the least doubt (when it is strictly within the meaning of the Act) this Government will fully carry out.

I write you this letter as the question of these subsidies will soon arise, and being deeply interested in the section of country through which this line will run, and knowing the work would not have been undertaken without the company getting aid from the Government, as I said previously, there is no doubt the pledge given in August last, will be honourably carried out.

I am, my dear Sir,
Yours faithfully,
(Signed,) THOMAS SCOTT.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th March, 1873.

SIR,—I have the honour to acknowledge the receipt through you of a petition of the Toronto, Grey and Bruce Railway Company praying for a grant of $3,000 per mile for that portion of their railway from Orangeville to Owen Sound, and to inform you that the subject will be submitted to his Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
J. R. ECKART,
Assistant-Secretary.

W. Sutherland Taylor,
Secretary of Toronto, Grey and Bruce Railway, Toronto.

SUPPLEMENTARY RETURN

Of Correspondence and Papers relating to the Wellington, Grey and Bruce Railway, subsequent to correspondence included in return presented 27th January, 1873.

By command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 11th March, 1873.

SUPPLEMENTARY SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO WELLINGTON, GREY AND BRUCE RAILWAY.

1873.
January 25.—Letter from W. McCulloch, Secretary and Treasurer Wellington, Grey and Bruce Railway, to Provincial Secretary.
January 27.—Letter from Acting Assistant-Secretary Eckart to W. McCulloch, Secretary.
February 13.—Letter from Donald Sinclair, M.P.P., to Provincial Secretary.
Petition from the Corporation of the Township of Bruce.
Report of Committee Council of Bruce.
February 14.—Letter from Assistant-Secretary to Donald Sinclair, M.P.P.
February 26.—Letter from W. McGiverin, President Wellington, Grey and Bruce Railway, to Provincial Secretary.
March 8.—Letter from Assistant-Secretary to W. McGiverin, President.
March 11.—Letter from Assistant-Secretary to W. McCulloch, Secretary.
January 31.—Order in Council.

WELLINGTON, GREY AND BRUCE RAILWAY, ONTARIO, CANADA,
HAMILTON, January 25th, 1873.

SIR,—As requested by advice, I beg to enclose agreements prepared by the Government, as signed and sealed, between this company and the Toronto, Grey and Bruce Railway, and the London, Huron and Bruce Railway respectively.

Yours faithfully,
(Signed.) W. MCCULLOCH,
Secretary and Treasurer.

Hon. T. B. Pardee,
Provincial Secretary,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 27th Jan., 1873.

SIR,—I have to thank you for the agreements for running powers transmitted with your letter of the 25th inst., and to return the enclosed.

I have the honour to be, Sir,
Your obedient servant.
I. R. ECKART,
Acting Assistant Secretary.

W. McCulloch, Esq.,
Secy., W., G. and B. Railway, Hamilton.

HOUSE OF ASSEMBLY,
TORONTO, 13th February, 1873.

SIR,—I have the honour to enclose Petition from the Municipal Council of the Township of Bruce for the consideration of His Excellency the Lieutenant-Governor.

And I am,
Most respectfully yours,
DONALD SINCLAIR.

Hon. T. B. Pardee,
Provincial Secretary.

To the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario, in Council assembled :

The Petition of the undersigned, the Municipal Corporation of the Township of Bruce, in the County of Bruce

HUMBLY SHEWETH :

That heretofore the said County of Bruce granted a bonus of two hundred and fifty thousand dollars to the Wellington, Grey and Bruce Railway Company on condition that said company should run a line of railway through the centre of the said county from Clifford to Southampton, a distance of forty-three miles, which railway has been built, and is now in operation.

That the south-western section of the county not being satisfied with the location of the said line of railway, by sectional bonuses granted aid to a branch of said railway which enters the county at a point distant about twenty miles from Lake Huron, and only passes through two townships of the said county ; also to the Toronto, Grey and Bruce Railway Company, which only runs into one of the townships of the said county, and only over about six miles thereof to the village of Teeswater.

The municipal council of the said County of Bruce has heretofore requested the Treasurer of the said Province of Ontario to deliver to the said southern branch of the said Wellington, Grey and Bruce Railway, debentures of the said county equal to twenty-thousand dollars, to aid the said railway.

That said Council of Bruce has again, at its last session, adopted a report of a special committee, a copy of which is hereunto annexed.

That your petitioners consider that the granting of the powers asked for by said county council to them, would be an interference with the rights of the ratepayers of the said county.

That an Act granting to said council the powers asked for by them would enable the reeves of the north and south-west portions of said county to involve the said county in a large amount of indebtedness, without reference to the ratepayers.

That, if such powers were granted to said council, a reeve of one municipality representing not one-tenth part of the ratable property of a reeve of another municipality, would yet have an equal voice in creating a county indebtedness.

That your petitioners are of opinion that an arrangement has been arrived at between said south-western and northern reeves to obtain county aid for their respective sections: the south-west for their several railways, and the north for gravel roads, at the expense of and against the wishes of a majority of the said county.

Your petitioners would, therefore, pray that the Government, whose duty it is to control the Legislature of the said Province, will see that no act of the nature desired by said county council will be allowed to pass.

And your petitioners, as in duty bound, will ever pray.

(Signed) J. H. CAULSHARD,
Reeve.
" HUGH MURRAY,
Township Clerk.

Your committee would beg leave to recommend:—

1. That the county engineer report at the June session upon the costs of gravelling the Elderslie and Arran Centre roads, with a view of assuming and gravelling the same. They would further recommend that the claims of Bruce and Brant be also considered at the same time.

2. With regard to motion of Messrs. McRae and Toohey, in reference to road leading from Inverhuron to Pinkerton, your committee would recommend that the engineer be requested to report upon the state and necessities of that road at the June session, with the view of improving it.

3. In reference to the south-western municipalities as affected by sectional bonuses, your committee recommend that the warden and clerk petition the Legislature at the present session, to pass a special Act to allow the county council of Bruce to assume the railway sectional and other municipal bonuses, granted by the south-western part of said county, or such portion as may seem just to the said county council.

An amendment by J. H. Coulshard, seconded by William Collins, that clause No. 3 may be struck out, as the principle of asking special legislation to increase the powers of the county council so as to enable it to give away the people's money by way of bonuses to railway companies, without the consent of the ratepayers, is vicious and bad, and an infringement on the rights of the people.

All of which is respectfully submitted.

(Signed,) J, GILLIES,
Chairman.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 14th February, 1873.

SIR,—I have the honour to acknowledge the receipt through you, of a petition of the the Municipal Corporation of the Township of Bruce, with reference to the bonus of $250,000, granted by the County Council of the County of Bruce, in aid of the "Wellington, Grey and Bruce Railway," and to inform you that the subject will be submitted to His Excellency, the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

Donald Sinclair, Esq., M. P. P., Toronto.

WELLINGTON, GREY AND BRUCE RAILWAY,
ONTARIO, CANADA,
HAMILTON, 26th February, 1873.

SIR,—Under the terms of an Order in Council, dated June, 1872, granting to this company aid from the Railway Aid Fund, the sum of $2,000 per mile on the Southern Extension from Wingham to Kincardine, this company was obliged to furnish by December, 1872, proof that there existed a *bona fide* contract for the construction of the line to Kincardine. This the company were unable to do in time; but, as the contract is now completed, and the railway subsidy question will soon come before Parliament, I write to request that the amount to which this company was entitled by that Order in Council will not be forgotten.

Your obedient servant,
(Signed) W. McGIVERIN,
President.

Hon. T. B. Pardee,
Provincial Secretary,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 8th March, 1873.

SIR,—With reference to your communication of 26th ultimo, I am directed to request you to furnish proof of a *bona fide* and sufficient contract for the construction of the line of the Wellington, Grey and Bruce Railway from Wingham to Kincardine.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assist.-Secretary.

W. McGiverin, Esq.,
President,
Wellington, Grey & Bruce Railway,
Hamilton.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 11th March, 1873.

SIR,—I have the honour to transmit herewith a copy of an Order in Council, approved by His Excellency the Lieutenant-Governor the 31st January, 1873, having reference to the agreement of the 4th December, 1872, between the corporation of the County of Bruce, and the Wellington, Grey and Bruce Railway Company.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

W. McCulloch, Esq.,
Secretary,
"Wellington Grey and Bruce Railway Company,"
Hamilton.

Copy of an Order in Council approved of by His Excellency the Lieutenant-Governor the thirty-first day of January, A.D. 1873.

The Committee of Council have had under consideration the agreement of the fourth of December, 1872, between the Corporation of the County of Bruce and the Wellington, Grey and Bruce Railway Company whereby it was mutually agreed that the sum of twenty-three thousand dollars in cancelled debentures of the said corporation of the County of Bruce, should be accepted in full satisfaction of the former agreement between the said parties dated the 9th day of November, 1871, and referred to in the Order in Council of the 28th day of February, 1872, granting aid to the said company.

The Committee advise that the conditions contained in the said Order in Council should be modified so as to be in accordance with the said agreement of the 4th of December, 1872.

Certified.

(Signed) J. G. SCOTT,
Clerk Executive Council,
Ontario.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House a return of copies of all Correspondence between the Government and the Canada Car Company, and a copy of the Contracts said to have been made between the Government and said Company, regarding the labour of convicts which may be confined in the Central Prison in course of erection at the City of Toronto.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, January 30, 1873.

SCHEDULE OF CORRESPONDENCE BETWEEN THE GOVERNMENT AND CANADA CAR COMPANY.

July 11, 1872	—Letter from John L. Blaikie to Provincial Secretary.
" 13	—Letter from John L. Blaikie to Provincial Secretary.
" 22	—Letter from J. W. Langmuir, Inspector of Prisons, &c., to Commissioner of Public Works.
	Memorandum, J. W. Langmuir.
" 26	—Letter from Hugh Baines, Managing Director Canada Car Company, to Commissioner Public Works.
Aug. 2	—Letter from J. W. Langmuir to President of the Council.
" 2	—Letter from Managing Director Canada Car Company to Jas. Pepler, Secretary and Treasurer Canada Car Company.
" 7	—Report from Attorney-General.
" 7	—Letter from H. L. Hime to Commissioner Public Works.
" 7	—Letter from W. Edwards to Attorney-General.
" 9	—Letter from J. W. Langmuir to Hon. J. Crawford, President of Steel, Iron, and Railway Works.
" 9	—Letter from J. W. Langmuir to Managing Director Canada Car Company.
" 9	—Memorandum of agreement between J.W. Langmuir and Managing Director Canada Car Company.
" 16	—Order in Council.
Sept. 6	—Letter from Managing Director Canada Car Company to Provincial Secretary.
" 14	—Letter from Managing Director Canada Car Company to J. W. Langmuir.

" 14	—Letter Managing Director Canada Car Company to J. W. Langmuir.
" 28	—Letter from Managing Director Canada Car Company to J. W. Langmuir.
Nov. 11	—Letter from J. W. Langmuir to Provincial Secretary.
Dec. 9	—Letter from Managing Director Canada Car Company to J. W. Langmuir.
	Agreement between J. W. Langmuir and Canada Car Company.

TORONTO, 11th July, 1872.

To the Hon. PETER GOW,
Provincial Secretary.

Re the Steel, Iron, and Railway Works Company (Limited).

SIR,—The above Company hold a lease of five acres, being part of the Ordnance land, west of Strachan Avenue, in this city, which will expire in 1880.

It is proposed to begin manufacturing railway cars, etc , upon a large scale on said land, which would render the erection of extensive works necessary.

That being so, it is desirable to have a new lease of the ground for say twenty-one years from the 1st instant, renewable from time to time on a valuation, or what might perhaps be more agreeable to both parties, purchase the fee simple of the ground at a price to be arrived at by arbitration.

Will you kindly inform me at your earliest convenience which of these proposals would be most agreeable to Government.

I am,
Sir,
Your very obedient servant,
JOHN L. BLAIKIE.

TORONTO, 13th July, 1872.

To the Hon. PETER GOW,
Secretary of State for Ontario, Toronto.

Re the Steel, Iron, and Railway Works Company (Limited).

SIR.—Mr. Barnes mentions to me a conversation he had yesterday with the Hon. Alex. Mackenzie in reference to the lease we hold of five acres ordnance land.

I confess my surprize that any doubts should be raised as to a renewal lease being granted or the freehold being sold. When the lease was entered upon the only contingency that we considered we had to fear was a demand on the part of the Government for the removal of the buildings, and that only for military reasons, not doubting that so long as the Government held the land for ordnance purposes our tenure of possession was certain and satisfactory, and that in the event of the Government ever selling the ordnance lands we should have a pre-emption right of purchase. But for this so large an amount of money as about $40,000 would not have been spent upon mill houses and other works,

Moreover, it is proposed to erect upon the ground works for railroad car buildings on a very extensive scale, which would lead to a further large outlay of money, and hence it is necessary that before proceeding further, either an extension of the lease or a purchase in freehold should be effected.

The establishment of an extensive manufactory such as that contemplated would be highly beneficial to the Province, and I do not doubt that the Provincial Goverment will be anxious to promote so desirable an enterprise.

I am,
Sir,
Your obedient servant,
JOHN L. BLAIKIE,
President.

OFFICE OF THE INSPECTOR OF ASYLUMS,
PRISONS, &c., ONTARIO.

TORONTO, July 22, 1872.

SIR,—Having reference to the communications addressed to the Hon. the Provincial Secretary by Mr. Blaikie, President of the Steel, Iron, and Railway Company (Limited), respectively dated the 11th and 13th inst., in which application is made for a renewal and extension of the company's lease, or for the purchase of the five acres of land adjoining the central prison property, known as the Steel Works property, I have the honour to report for your information that the land referred to was purchased by the Government for the following purposes:—

1st. To obtain a greater frontage for the central prison property on Strachan Avenue.

2nd. To enable rails to be laid from the Great Western Railway to the workshops and grounds of the prison, which now can be done with all the other railways entering the city.

3rd. In order to obtain all the breadth of land lying between the Grand Trunk, Northern and narrow gauge railways on the north, and the Great Western and narrow gauge, Queen's wharf switch railways on the south, the acquirement of which secured the complete isolation of the central prison from other properties or works.

While the attainment of the first object named may be of secondary importance, and the benefits of the second might be secured by a right of way across the steel works lot, it will at once be apparent that the isolation of the prison from other properties, and more particularly from workshops where a large number of men are employed, is of vital importance to the discipline and general management of the central prison.

If the alleged injustice done to the company as set forth in Mr Blaikie's communication in the acquirement of the property by the Ontario Government can only be remedied by an extension of the lease, or in the sale of the property to the company, it is very clear that it will involve a very serious sacrifice of the future interests of the central prison.

In my report for 1870—71 I stated that it was most important and desirable that the class of industries or mechanical pursuits that it is proposed to establish in the central prison should be determined at the earliest day possible.

Until this is done the dimensions and internal arrangements of the workshops cannot be decided upon; neither can the machinery, steam power, or workshop fixtures for which an appropriation of $25,000 00 was made, be ordered.

The proposed establishment in the City of Toronto, as indicated in Mr. Blaikie's communication, of extensive works for the manufacture of railway cars and appliances, and the existence of the difficulty with the same company and the Government respecting the land, suggests the question whether some arrangement cannot be entered into between the Government and the company, through which the labour of the prisoners might be employed by the company, and which would at the same time furnish an amicable settlement of the company's alleged grievance.

The character and nature of the works proposed to be established are, in my opinion, eminently fitted for the utilization of prison labour, requiring as it does a variety of capacity and skill in its various departments. I am fully convinced that ordinary skilled labour could be advantageously combined with that of prisoners in extensive works of the kind proposed. If an arrangement of the kind indicated can be negotiated, the proximity of the works to the central prison would be exceedingly advantageous both to the Government and the company.

The identity of interest of both contracting parties would enable such regulations to be established as would effectually overcome the difficulties that otherwise would exist in having a large industrial establishment placed so close to the prison.

The expenditure of upwards of $50,000 00 by the Government in the erection of workshops and in placing machinery and workshop fixtures in them, would save a large outlay in capital account to the company.

I would therefore most respectfully recommend that Mr. Blaikie be communicated with, for the purpose of ascertaining if the company which he represents would be willing to employ the prisoners sentenced to the central prison, and upon what terms a contract for that purpose could be concluded.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) J. W. LANGMUIR,
Inspector.

The Hon. Archibald McKellar, Commissioner P. W. Department.

Memorandum.

Having sent the communication, dated 22nd July, to the Honourable the Commissioner of Public Works, I had an interview with Mr. Hugh Baines in the office of the Honourable Commissioner of Public Works. At that interview I explained to Mr. Baines the nature and aim of the Central Prison scheme, the class of prisoners, etc. I strongly recommended that a deputation from the Canada Car Company, accompanied by the Commissioner, should visit some industrial prisons in the United States, in order that they might see what can be done by prison labour. This suggestion was acted upon, and the Commissioner agreed to accompany the deputation.

(Signed,) J. W. LANGMUIR.

TORONTO, July 26th, 1872.

To the Honourable ARCHIBALD MCKELLAR,
Commissioner of Agriculture and Public Works, Toronto.

SIR.—Should the following suggestions be approved of by you, I should submit them to our President, John Crawford, Esq., and my co-directors.

Say that the Car Company should undertake to find employment for all prisoners lodged in the Provincial Gaol, Strachan Avenue provided always that they be capable of doing a fair day's work, and that for such labour our company should undertake to pay to the Government thirty cents per day for each man, twenty cents for each boy above fifteen years of age, and twenty cents per day for each female between the ages of fifteen and forty-five years. The Government, however, to keep and make use of as many males and females as they require in keeping the gaol clean, cooking, washing and doing such work as is required in and about the gaol premises; but the Government is in no case to use the convicts for manufacturing or building, but at all times to hand over to the Car Company all their available and suitable convicts. That any prisoner's time in prison, so engaged, shall not be less than six calendar months, and the day's work shall not be less than ten hours, and that, in consideration of my company paying to the Government for convicts' hire the sums above named, they (the Government) shall provide at their own expense such workshops, grounds, roads, tracks, engine power, shafting, pullies, belting and foundations ready for the machines, also fuel for the engine so arranged as to be suitable to give power to the several machines and tools that may be purchased by the Car Company for the manufacture of articles in the gaol, such machines and tools to be the absolute property of the Car Company, and to be managed and controlled by skilful men of their own, the Government, however, should provide such keepers as they may deem fit to watch over and see that strict discipline is adhered to by the prisoners, and in consideration of the Car Company entering into such agreement with the Government they (the Government undertake to hire such labour to the Car Company for ten years from date at and for the prices above named, and further, to lease or sell to the Car Company the five acres of land now held on a lease, which has yet about eight years to run, by the Toronto Steel, Iron and Railway Works Company, situated on Strachan Avenue and adjoining the gaol premises.

The company would now lease the land of the Steel, Iron and Railway Works Company so as to be able to take possession at the expiration of their term. The company at that time would also be willing to pay an annual rental of say one hundred and fifty dollars for twenty-one years, such lease to be made renewable; or the company would buy the land out and out and pay at once to the Government three thousand four hundred dollars. The price, three thousand four hundred dollars, I named for the land, will, with interest at seven per cent. for eight years, amount to five thousand eight hundred and thirty six dollars, and in addition to this amount there will be paid to Government by the Steel, Iron and Railway Works Company, rent and interest on land during the eight years, say $1831, making in all $7667.

The land would be worth at 22 years purchase on old rent, $2640. 22 years purchase, with 25 per cent. per annum added to old rent, would give at eight years' end $3300 as being the value of the land.

In fixing the rates to be paid by the Car Company to the Government for prison labour, I have been principally guided by J. W. Langmuir Esq's reports on the costs of maintaining prisoners in the Dominion of Canada, however, I have kept in mind that their usefulness to the Car Company would not be much more than that of boys when they first commence to learn a trade, yet, should an agreement be entered into on this basis, and say that the Government could furnish for 7 or 8 years some 400 convicts, the saving to them in that time, would be about $252,000, besides having their prison work properly organized, whereby they would be able to obtain higher prices from contractors thereafter.

I mentioned workshops, grounds, roads, tracks, engine power, shafting, pullies, belting, foundation and fuel for engine, to be provided by the Government, believing that this will be the most straightforward course for the Government to adopt, as it will give them full control of the engine power for the ordinary purposes of the gaol, and should contractors not desire to renew their contract at the end of the period named, the gaol property will remain undisturbed, the contractors simply selling or removing their machines, hand tools and material then on hand.

I may here say that my company have had for some time under their consideration the employing of the labour in your gaol adjoining their works, but some of the members of the company have been connected and thoroughly acquainted with the disadvantages of employing uncultivated and unskilfulled prison labour, did not show any desire to negotiate; but at the suggestion of yourself and your inspector, Mr. Langmuir, you are aware a deputation in company with yourself visited one of the United States prisons at Jackson, where we were told that a very large number of the convicts therein engaged, were in for long terms of years and many for life, thus giving them an opportunity of being made thoroughly acquainted with a certain class of work. The kind treatment they received, and being supplied with an abundance of good plain food, encouraged them to work diligently, many of them knowing that that they would thus leave prison with a perfect knowledge of some trade.

The clause in your Act to enable prisoners to shorten their sentence by working well and showing good conduct, will, I have no doubt, work beneficially for the prisoners, the Government and contractors.

I mentioned above a term of ten years, knowing that your gaol will not be ready for about two years, and that, for two or three years more, great labour and pains-taking will devolve upon contractors before they can bring prison work into such perfection as to give a reasonable profit upon it. This will apply to Canada especially, as I am well aware a very large number of our mechanics of all branches are very inferior trades-men, due to their being no law to compel them to serve a term of years at any one branch; but I feel that, with care and a proper system of machinery, combining kindness with firmness to prisoners, hundreds of men can be turned out of the Industrial Gaol who will prove to be of great value to themselves and the country at large. But this will cost money and a very great amount of continued effort.

This is clearly shown, where I find that contractors for prison labour and even the Government itself in this country, have scarcely ever been able to make any of the gaols self-sustaining, nor yet have scarcely any contractors benefitted thereby. And further, I was told and learned from reports at Jackson Prison, that, with the best management, industrial gaols in the United States, after many years experimenting and laying out large sums of money, have only very recently approached self-sustenance.

The labour of some of the prisons in the United States is managed by first-class men appointed by the Government, they are able to purchase articles in the best markets and offer their manufactured goods in every part of the United States at the lowest rates possible.

In others the work is let out to contractors, and I am satisfied that in those prisons the profits of the contractors cannot be very material, as they cannot sell their goods at a higher price than those manufactured by free labour, or those manufactured in gaol totally under the management of the Government. However, knowing that our works are so conveniently situated to the gaol, I believe that many articles can be manufactured whereby the cost to the country of keeping criminals will be greatly reduced.

I have therefore come to the conclusion to recommend my company to connect themselves with the Government in carrying out the noble scheme they aim at in their industrial gaol, and should such an arrangement be carried into effect, I shall at all times have great pleasure in doing everything in my power to further the wishes of the Government in their endeavour to reduce the cost of criminals to this country and better their prospects after leaving gaol.

I am, Dear Sir,
Yours very respectfully,

(Signed,) HUGH BAINES,
Managing Director, Canada Car Company.

OFFICE OF THE INSPECTOR OF PRISONS, ETC.
TORONTO, 2nd August, 1872.

SIR,—With reference to the communication, dated 26th ultimo, of Mr. Hugh Baines Manager of the Canada Car Company, submitting an offer for the labour of the prisoners sentenced to the Central Prison now being erected in Toronto, I would respectfully report that it is only proposed to sentence to this prison adult male prisoners, therefore the proposition respecting boys under fifteen and females need not be entertained. With respect to the proposal of Mr. Baines, to pay thirty cents per day for a period of ten years, for all adult male prisoners sentenced to the prison for periods varying for six months up to ten years, I would state, that while some of the objects of establishing the Central Prison were with a view to remedying the serious defects that now exist in the construction, management and discipline of common gaols, the main purpose aimed at was to do away with the utter idleness that now prevails in these establishments, by the founding of an Industrial Prison.

The appropriation by the Legislature of upwards of $250,000 for the erection of the buildings and in furnishing the same, was made upon the understanding that the establishment should be nearly, if not entirely, self-sustaining. Although in my several statements and reports respecting the scheme, I never claimed that that would be the immediate result of its first operations, still it is very clear that the ultimate accomplishment of that object must be kept steadily in view, in the consideration of any offers for the leasing of the prison labour.

For this reason, I am of opinion that the amount received for the prison labour should be, for the first few years at any rate, a sum closely approaching the maintenance expenditures of the establishment.

In awarding the contract, however, I believe that the manufacturing industry proposed to be established should receive due consideration. If a variety of trades are to be carried on, so as to give every prisoner an opportunity of acquiring a knowledge of some handicraft that will enable him to earn an honest living when he leaves the prison, then a proposal received to hire the labour of the prisoners under such circumstances is, without doubt, entitled to preference over one that contemplates the carrying on only of one trade, even if the rate offered in the latter case is somewhat in advance of the first named. Mr. Baines informs me that his company proposes to manufacture railway cars and general railway appliances. That, in my opinion, is an industry admirably suited for a prison, requiring as it does workers in many branches of iron and woodwork, with a great variety of capacity and skill.

Having given Mr. Baines' communication the most careful consideration, I would now most respectfully submit and recommend:—

1st.—That a contract be entered into with the Canada Car Company for the hiring of the labour of the prisoners that may be sentenced to the Central Prison, now in course of erection at Toronto· The contract to extend over a period of seven and a-half years from the date of its occupation for prison purposes.

2nd.—That the labour of all prisoners committed to the Prison shall be let to the said company (excepting such prisoners as are required to carry on the domestic and ordinary work of the prison), the Government to take steps to have only prisoners sentenced or transferred to the prison, who shall be certified by the prison surgeon to be fit physically for an ordinary day's labour, and who are sentenced for periods of not less than sixty days, and otherwise selected from the common gaols with due regard to fitness and capacity for work.

3rd.—That the Government shall receive from the said company for the labour of such prisoners the following rates per day for each prisoner, viz.:—For the first two and a-half years of the existence of such contract, the sum of fifty cents; for the second two and a-half years of the contract, the sum of fifty-five cents; and for the remaining two and a-half years of the contract, the sum of sixty-five cents per day for each prisoner.

4th.—The prison dietaries to be liberal and sufficient in all respects for working men.

5th.—The Government to furnish workshop accommodation, as provided for in the building specifications, and to properly heat and light the same; and to furnish boilers and engines for motive purposes equal to fifty horse-power, and fuel to drive the same, and all the main gearing, belting and pulleys, ready to attach to down belts required in such shops.

6th.—The contract to be renewable at the option of both parties, at rates to be hereafter decided upon.

With respect to the sale of the lot adjoining the prison property, known as the "Steel Works Lot," I would recommend that in the event of a contract being closed for the Prison labour, as before indicated, that the Government give a bond to the company, binding itself to sell the said lot to the company on the expiration of the present lease, at the price paid by the Government for the said lot.

Provided the company will furnish fuel for motive purposes, I would recommend that the rate for the hire of the prisoners for the last two and a-half years of the contract, be reduced to sixty cents per day.

I have the honour to be, Sir,
Your obedient servant,

J. W. LANGMUIR,
Inspector.

To President of the Council.

TORONTO, August 2nd, 1872.

JAMES PEPLER, ESQ.,
Secretary and Treasurer,
Canada Car Company, Toronto.

DEAR SIR,—Will you be kind enough to call a meeting of our directors, at Messrs. Campbell and Cassell's office, this day, at 1.40 p.m., prompt.

The Government will be prepared to close a contract with us for seven and a-half years. Such contract to date from July 1st, 1873.

The fee simple of the Steel Works land will be conveyed to us, and should our directors this day be prepared to offer Government for its prison labour, say for first two and a-half years, fifty cents per day per man; for second two and a-half years, fifty-five cents per day per man; for third two and a-half years, sixty-five cents per day per man; such contract to be renewable for other seven years. The price of labour for second seven years to be fixed by two arbitrators to be appointed by Government, and two to be appointed by our company; also one umpire to be appointed by both parties.

It will be noticed that the price asked for labour is much higher than that offered by me on behalf of our company; however, I do not think it much higher, all things considered:

1st.—The Government will undertake to send in selected men, a very many of whom will be good tradesmen.

2nd.—The Government will undertake to give prisoners all the food they may require, and that of a very good kind.

3rd.—We will not be required to engage females and boys.

4th.—The Government will undertake to prepare their gaol at present for 250 male prisoners, and also to extend the capacity of their gaol premises, so as to enable contractors to do more work. If the gaol at first be built to contain say 500 convicts, the Government could afford to let the labour at a much reduced rate, as the cost to them in salary of surgeons, agents, heating of prison, etc., will be nearly as much for 250 men as it would be for 500.

I am quite satisfied that Mr Langmuir, although extremely anxious to see his scheme of prison labour successful, is also very anxious to see that the contractors be successful, and that both the Government and contractors should work in perfect harmony.

Mr. Langmuir will be pleased to receive any number of our directors at his office this day, at say 2.30 p.m., when he will enter into the whole matter with them, and should they at that time signify their willingness to accept the prices named herein, Mr. Langmuir will prepare an agreement by Monday, when it will be submitted to Government and completed.

Mr. Langmuir will be pleased by our company giving an opportunity to the general public, in the Province of Ontario, to subscribe to our company's stock, so as to make the whole scheme thoroughly known, and I have promised that this shall be done.

I am,
Yours very truly,
Hugh Baines.
J. B.

Attorney-General's Department, Ontario,
Toronto, 7th August, 1872.

The undersigned respectfully begs to report the following with reference to the parcel of land occupied by the Toronto Steel Works Company under lease from the Dominion Government:

1.—This parcel was included in the purchase by this Government from the Dominion Government, and occupied the whole of the west side of Strachan avenue between the Northern Railway on the north and the G. T. R. and Toronto, Grey and Bruce on the south, and for which the sum of $6,861.42 was paid as the purchase money, including however $100.42 by way of interest.

2.—The parcel occupied by the Steel Works, containing about five acres, has been valued by H. Lloyd Hime at the sum of $7,000.00, as would appear by the accompanying report.

Upon this valuation on a 6 per cent. basis the annual value of this parcel would be $420.00. The present lease has eight years yet to run and the rent payable thereunder being $120 per annum, would give the company the benefit of $300 per annum for eight years, or $2,400 to which they would be entitled in reduction of this valuation of $7,000. This would therefore leave $4,600 as the amount at present to be paid by the company as the price of the fee simple of this parcel.

3.—By reference to the ground plan of the Central Prison it would appear desirable that a portion of this parcel should not be occupied by any erections or buildings and its use by the company should be strictly limited to railway tracks and switches, such portions to commence at the point of intersection of this parcel with the Northern line of the Railway Company's land, thence easterly along the northern limit of this parcel 175 feet to a point in line with the eastern wall of the prison produced by the whole depth of the said parcel to the railway company's lands.

4.—The acquisition by the company of this land is necessary, in order to give effect to the recommendation contained in the reports of Mr. Inspector Langmuir, dated the 22nd July and 2nd August, 1872.

The undersigned would therefore respectfully recommend that the Steel Works Company or its assigns be allowed to acquire the fee simple of the said parcel of land now held under the lease above mentioned for the said sum of $4,600, subject to the above mentioned restrictions as to use of the portion of space above mentioned.

Respectfully submitted,
(Signed.) ADAM CROOKS.

TORONTO, 7th August, 1872.

SIR,—In pursuance of instructions received from you yesterday on my return to town and dated 3rd instant, I examined the land on the west side of Strachan avenue now occupied by "The Steel Works Company," containing by admeasurement five acres, and I value the same at seven thousand dollars. I give a rough sketch of the land below for your information.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) H. LLOYD HIME.

To the Honourable the Commissioner of Agriculture and Public Works.

DEPARTMENT OF PUBLIC WORKS, ONTARIO.
TORONTO, 7th August, 1872.

Memorandum of Ordnance Lands purchased from the Dominion Government in 1871.

First,—149 acres south of the Provincial Lunatic Asylum grounds, for the sum of $21,000. The Central Prison is being erected on 25 acres of this land.

Second,—A strip of land occupying the whole of the west side of Strachan Avenue, and from the Northern Railroad on the north to the Steel Works on the south, and in depth 180 feet; also the land upon which the Steel Works are situated for the sum of $6,861.42, of which the sum of $100.42 was for interest upon purchase money, from the time purchase was made until money was paid.

Memo. the file with description of last parcel was delivered to the Commissioner, and in his absence cannot be found.

I enclose for the Honourable the Attorney-General, Mr. Hime's valuation of the Steel Works site.

Respectfully yours,
(Signed,) W. EDWARDS,
Secretary.

OFFICE OF THE INSPECTOR OF PRISONS,
TORONTO, 9th August, 1872.

SIR,—I have the honour to inform you that the Government has approved of the recommendation contained in my report relative to the leasing of the labour of the prisoners of the Central Prison to the Toronto Steel, Iron and Railway Works Company.

An interim agreement has been prepared and is now ready for signature at the office of the Attorney-General.

I have the honour to be, Sir,
Your obedient servant,
J. W. LANGMUIR.

The Honourable John Crawford,
President of the Steel, Iron and Railway Works Company.

TORONTO, 9th August, 1872.

DEAR SIR,—I have this day advised Mr. Crawford that the Government has approved of my recommendations respecting the leasing of the Central Prison labour, and that an interim agreement is now ready for signature at the office of the Attorney-General. Before the final agreement can be drawn up, we will require to have some further conversation. You will remember you promised to obtain copies of the Jackson Prison contracts. Have you yet received them.

Yours very truly,
J. W. LANGMUIR.

Hugh Baines, Esq.,
Manager Canada Car Company, Toronto.

MEMORANDUM between the Inspector of Prisons for Ontario acting on behalf of Her Majesty the Queen and the Canada Car Company.

The Company have agreed with the Inspector to lease for the term of 7½ years, the labour of the Central Prison at the rate of 50c. per day per prisoner for the first 2½ years. 55c. the second term of 2½ years and 60c. for the third term, upon the terms set out in the Report of the Inspector to the President of the Council, and dated 2nd August, 1872. The parties hereto hereby agree to execute such instruments as may be settled by the Attorney-General, in order properly to provide for the carrying out of the said agreement.

J. W. LANGMUIR,
Inspector of Prisons.

HUGH BAINES,
Canada Car Company.

Dated 9th August, 1872.

COPY of an Order in Council approved of by His Excellency the Lieutenant-Governor, the sixteenth day of August, A. D., 1872.

The Committee of Council have had under consideration the Reports of the Inspector of Prisons dated 22nd July, and 2nd August 1872, with respect to the lease of the labour of prisoners in the Central Prison to the Toronto Steel, Iron and Railway Works Company, and the Report of the Honourable the Attorney General, dated 7th. August instant, with reference to the sale to the said company of the parcel of land in the occupation of the said company, by virtue of a lease from the Government of the Dominion of Canada, situate on the west of Strachan Avenue, and adjoining on the north the grounds of the Central Prison in the City of Toronto.

The Attorney General recommends that having regard to the valuation made of the said parcel of land, and the term yet unexpired of the said lease that the company, or its assigns be allowed to acquire the fee simple of the said parcel of land for the present payment of the sum of $4,600, but subject to the covenant and condition that a portion of the said parcel should not be occupied by any erections or buildings and that its use by the company should be strictly limited to railway tracks and switches—such portion to commence at the point of intersection of this parcel with the Northern line of the Railway Company's land, thence Easterly along the northern limit of this parcel 175 feet to a point in line with the eastern wall of the Prison, produced by the whole depth of the said parcel to the Railway Company's lands.

The Committee advise that the said recommendation be acted upon.

The Committee further advise that the Inspector of Prisons be authorized to execute such instruments as may be settled by the Attorney-General for the lease to the said company of the labour of prisoners of the Central Prison for the term of seven and one-half years, upon the terms set out in his report of 2nd August, instant.

Certified, HENRY KINLOCK,
A. C. E. C.

16th August, 1872.

TORONTO, Sept. 6th, 1872.

HON. PETER GOW,
Provincial Secretary,
Toronto.

DEAR SIR,—I beg to inform you that the Canada Car Company are now prepared to complete their agreements with the Government for land and prison labour, and I shall be glad should the Government complete these as early as possible. The deed for land I should be pleased to receive first; however, this, as well as the agreement for prison labour, I wish you to send to Messrs. Morrison, Wells & Gordon, who have been authorized by the company to completely settle this matter.

The conveyance for land will have to be made to Lewis Moffatt, merchant, Toronto, and Hugh Baines, C. E., of the same place, both Trustees of the Canada Car Company.

Yours, very respectfully,
(Signed). HUGH BAINES.

P. S.—Please send to Messrs. Morrison, Wells & Gordon, copies of agreements which have already been signed.

H. B.

CANADA CAR COMPANY (LIMITED),
TORONTO, October 14th, 1872.

DEAR SIR,—We are to have a general meeting of shareholders for the purpose of electing directors on the 25th of this month, and if it is at all possible for you to let me have at least a draft of the extended contract some of these coming days, I shall be greatly obliged.

Yours very truly,
(Signed) HUGH BAINES.

J. W. Langmuir, Esq.,
Toronto.

CANADA CAR COMPANY (LIMITED).
TORONTO, October 14th, 1872.

DEAR SIR,—The enclosed tracings will show the positions of our machines, and will guide you as to your putting up engines, shafting and foundations. We are very anxious that you have the workshops finished as soon as possible, and would rather you would put in the foundry two travelling cranes, and not stationary ones. The cupolas for foundry and hoists for same, and south shop, should be put up with the best of material and workmanship. We shall not require any large chimneys in the south shop.

If agreeable to you, I should be pleased to see Messrs. Dickey, Neil & Co. getting the order for machinery. I say this as their works are so convenient to our own and the prison, and that their work has always been satisfactory to me.

Yours very truly,
(Signed) HUGH BAINES.

J. W. Langmuir, Esq.,
Inspector of Prisons,
Toronto.

CANADA CAR COMPANY (LIMITED),
TORONTO, October 28th, 1872,

DEAR SIR,—I have been exceedingly anxious to see you here on the ground. Will you please be kind enough to send word by bearer when I may have this pleasure. If more convenient, I could come down to your office to-morrow afternoon should you name a time.

Yours, very truly,
(Signed) HUGH BAINES,
G. B.

J. W. Langmuir, Esq.,
Inspector of Prisons and Asylums, Toronto.

OFFICE OF THE INSPECTOR OF ASYLUMS, PRISONS, &C., ONTARIO,
TORONTO, November 11th, 1872.

SIR.—Referring to my report, dated 2nd August, relative to leasing the prisoners sentenced to the Central Prison now being erected at Toronto, and the interim memorandum contract, dated 9th August, executed by Mr Hugh Baines, manager of the Car Company, and myself, which was based upon said report, I have now the honour to recommend that a final detailed indenture of agreement between the contracting parties be prepared for execution, in order that the matter may be closed up.

I would, most respectfully, recommend that the proposed agreement embody the following provisions:—

1. That the contract shall begin and be entered upon on the 1st January, 1874, but it being essential to the contractors that the different works be properly organized previous to the arrival of the prisoners in January, 1874; Government will, on or before the 1st July, 1873, complete the work shops, grounds, roads, tracks, turn-tables, switches, hoists, cupolas and movable cranes, also suitable foundations for all machines supplied by the company, so as to enable the contractors to occupy the same in advance of the date of commencement of contract, so as to have everything organized previous to entering upon contract and arrival of prisoners.

2. That the company shall take all the prisoners sentenced to the prison, not exceeding 260, excepting only those to be engaged in performing the domestic work of the prison. The Government binding themselves to have ready for each day's performance of the contract not less than 200 prisoners, after the same has been six months in operation.

On the commencement of the contract, and up to the six months above specified, while the prisoners are arriving, the book-keeper of the prison shall, on Monday morning of every week, notify the manager of the works of the number of prisoners ready to be placed at work, and shall furnish him with a list of the names of the same, from which date payment for the hire of each prisoner's labour shall commence, and the number of prisoners so supplied will be as large as the other demands of the prison will allow.

3. That the prisoners whose labour is thus leased shall not be sentenced to the prison for less than two months, and shall, if necessary and required by the managing director of the said company, be certified by the surgeon of the prison not to be capable of performing an ordinary day's labour through physical or mental causes or defects, the report of the prison surgeon in this respect to be final and binding.

4. That from the 20th October to the 20th March in each year the day's labour shall be nine hours and a half, and from the 20th March to the 20th of October ten hours per day, two hours a man every week to be allowed off above time.

5. That a roll of the prisoners shall be caused to be kept by the manager of such company, and the book-keeper of the prison; that such roll shall be checked every day, and verified and certified at the close of each week, and at the end of each month, or not later than the 15th of the ensuing month, the said company shall deposit to the credit of the treasurer of the Province of Ontario, at a bank authorized by said treasurer, the amount due for the labour of the prisoners. Prisoners who at any time may not work for want of materials, tools or proper instructors shall be charged full time.

6. That the said company shall employ such prisoners in the manufacture of cars, in all its various branches and requirements, or in the manufacture of nails, bolts, spikes, of every and any description. Other kinds of industry, under the heading of wood, iron, steel, and metals may be introduced, provided an equal variety of employment is furnished, with the same kind of machinery, plant, and tools. All changes in this respect subject to the approval of Government. Any building or plant required for such new branch of industry to be provided by said company, and may be removed by them.

7. That the company shall provide a sufficient number of instructors in the various branches of the industries and in the several shops, who shall instruct and supervise the labour of the prison. The company shall also have the right to introduce into the prison workshops ordinary skilled artizans or labourers in the proportion of one to every twelve prisoners.

8. That the company shall make good any damage done to the buildings by machinery above ordinary tear and wear, and when a trade, such as grinders, is harder on prison clothing than two suits per annum, the same shall be furnished by the company.

9. That the officers, supervisors, instructors and skilled mechanics, permitted under the regulations to enter the prison, shall conform to all the rules and regulations provided for the good government and general administration of the prison. They shall not allow conversation between the prisoners, or between prisoners or visitors, or with themselves, unless actually necessary in giving instruction or orders in connection with the work. They shall not take or receive letters from prisoners to their friends or the public, nor shall not be the means of communication between prisoners and the outside. They shall not barter with prisoners, nor introduce liquor or tobacco into the prison.

0. The Government shall provide sufficient work-shop space, properly heated and lighted, to carry on the prison industries. It shall also provide and furnish four boilers and two engines of not less than fifty horse power (nominal) each. The fuel for such boilers and the engineers to be provided by the company and the fireman and stokers by the Government from among the prisoners, who shall be paid for at the same rates as specified in contract.

11. The Government shall also furnish and connect with the engines all the pulleys, belting and necessary fixtures to run the shafting and counter shafting to provide the requisite speed. The company to connect and attach to the machines in each workshop.

12. The Government shall also provide reasonable yard room space for piling lumber and other material, but the company shall not use any such space not allotted to them, nor permit any material or manufactured article to remain in the yard or enclosed grounds without the consent of the inspector.

13. That all cases of insubordination or refusal to work on the part of prisoners, on the order of a shop supervisor, must be reported to the warden for action.

14. The dietaries of the prison to be liberal and sufficient in all respects for the requirements of working men.

15. If the Government during the continuation of this contract consider it desirable to increase the capacity of the prison to 350 cells, the said contractors to have the first offer of the lease of said additional prisoners for the utilization of their labour; no additional industrial prison that may be erected in the Province during the continuation of this contract shall be allowed to adopt the same class of industries as is provided for during or under this contract.

I have the honour to be,
Your obedient servant,

(Signed) J. W. LANGMUIR,
Inspector.

The Honourable T. B. Pardee,
Provincial Secretary.

TORONTO, Dec. 9th, 1872.

J. W. LANGMUIR, ESQ.,
Inspector of Asylums, Prisons, etc., Ontario.
Toronto.

DEAR SIR,—Having carefully read over the detailed draft of contract for Central Prison labour, I have to say that if the contract was signed as per draft it would be in many respects unjustly binding on the Canada Car Company, and while the directors are anxious to comply as far as possible with the wishes of the Government, they have also their duty to perform to their company.

I beg to call your attention to the fact that when you made the sale of the land to us, on condition that we should accept the prison labour, you were then willing to put all classes of machinery in the prison at the expense of the Government, and also to give us any extension in buildings, etc. We therefore trust that after you have read over our notes enclosed, you will be pleased to amend the contract.

It must be borne in mind that the Central Prison was commenced by the late Government of Ontario, long before we had any idea of contracting for prison labour, and I am quite satisfied that both yourself and the present Government are quite competent to put up such buildings and machinery as will at all times be serviceable to the country for a central prison. Therefore, I do not consider that it is at all right or just for you to ask us to pay an amount forfeiture, much less $20,000, and more especially as we ourselves are going at once to put $60,000 worth of machinery in the prison, and in addition to this we shall have to spend other $200,000 for the arranging of our own buildings and the purchase of material to keep the prisoners constantly employed, and should the scheme not prove profitable we shall have to lose a sum of money large enough without paying any forfeiture,

Yours very truly,

(Signed,) HUGH BAINES,
Managing Director.

This Agreement made the day of A. D. 1872, between

The Inspector of Prisons for Ontario for and on behalf of Her Most Gracious Majesty, of the first part, and

The Canada Car Company, (limited) of the City of Toronto and Province of Ontario, of the second part;

Whereas the said Inspector, acting for and on behalf of Her Majesty, and with the authority of the Government of Ontario, has entered into a contract with the said Canada Car Company for the hire to them of the labour of certain of the prisoners who may hereafter be imprisoned in the Central Prison for the Province of Ontario, now being erected at Toronto, and to allow the said company to use the workshops, coal-sheds and grounds in connection with such prison, in the manner hereinafter set forth, and has also agreed that such workshops shall be completed and fitted up to the extent hereinafter particularly described:

Now, it is hereby witnessed as follows:—The said Inspector, for and on behalf of Her Majesty, as aforesaid, agrees, with the said company, to hire and let to the said company, the labour of as many prisoners as may be received into the Central Prison aforesaid, between the first day of January, 1874, and the first day of July, 1874, except such as may be required for the domestic work of the prison, and to hire and let to the said company, from the first day of July, 1874, until the thirtieth day of June, 1881, the labour of two hundred and fifteen such prisoners at least, to be employed as is hereinafter specified.

The Inspector further agrees, that the company may, during the said periods, use the prison workshops, coal sheds, drying kilns, four cupolas, two travelling cranes, two steam engines of fifty horse power, nominal) with boilers for the said engines, suitable and complete, connected therewith, as now being built and erected on the prison grounds, and shown upon the drawings produced; that the Government of Ontario shall sufficiently light and heat the said workshops, and shall sufficiently supply the same with water, and shall also provide and put in working order the roads, railway tracks, switches and turn-tables, and provide suitable foundations for machines, and fit up two suitable offices and a wash-room, the same to be completed and put in working order, in accordance with the drawings produced at the time of the execution of these presents.

The Inspector further agrees that the Government of Ontario shall provide, in case the same can be had and put in for the sum of seven thousand dollars, but not otherwise, two fans with blast pipes and troughs for foundry and forging shops, three hoists, six furnaces and two nail ovens, and shall also expend to the extent of one thousand dollars, if necessary, in making the small building at the end of the south shop suitable for a brass foundry, with small furnaces and blow pipes, if desired by the company.

The Inspector further agrees that the Government shall furnish main and intermediate shafting, also to furnish and connect with the engines all pulleys, belting and fixtures necessary to run the said main and intermediate shafting, also fixtures and bolts to receive the company's counter-shafting in each workshop, to the extent shown in plan now produced, the company to connect and attach to the machines.

The Inspector further agrees that the company will be allowed the yard-room space coloured red on drawings produced, for piling lumber and other material, as well as the use of the tracks and other things agreed to be provided and put in working order as aforesaid, but if such yard space is found to be insufficient, then the company shall apply to the Inspector for a further allotment of the enclosed space.

The Inspector further agrees that the workshops, tracks, roads, plant and machinery, which the company is to be entitled to use under these presents, (except those as to which the limitations of seven thousand dollars and one thousand dollars are herein before made), shall be substantially completed on the first day of October, 1873, and that from and after the first day of July, 1873, the said company shall be entitled to use the same, in order to fit the same up for the purposes contemplated by these presents.

The Inspector further agrees that the dietaries of the prison shall be liberal, and in all respects sufficient for the requirements of working men.

And the said company agree with the said Inspector, that they will accept and pay for the labour of as many prisoners as may be furnished or tendered to them up to the number of two hundred and sixty, between the said first day of January, 1874, and thirtieth day of June, 1881, inclusive, at the rate of fifty cents per prisoner, per day, for the first two years and a half of the subsistence of this contract, commencing on the first day of January, 1874; fifty five cents per prisoner per day, for the second period of two years and a half, and sixty cents per prisoner per day, during the third period of two years and a half. And it is further agreed that the book-keeper of the prison (or other officer appointed in that behalf), may as often as he receives prisoners into said prison, between the first day of January, 1874, and the first day of July, 1874, notify in writing the manager of the said "Canada Car Company" or the foreman of their said works, of the number of prisoners ready to be placed at work, and shall furnish with such notice a list of the names of such prisoners, and also state the occupation the prisoners were engaged in before confinement, if any. Payment for each of such prisoners shall commence one week after such notice shall have been given, unless the said company employ such prisoners or any of them, before the expiration of such week, in which case payment shall commence from the time of such employment.

It is further agreed that one roll of the prisoners shall be kept by an officer of the said company at the said works, and another by the book-keeper of the said prison, and such rolls shall be checked and compared every day, and the amount owing in respect of such labour shall be made up at the close of each week and a certificate thereof, signed by the said officer of said company, delivered by him to the Inspector on the Monday thereafter, and on the first day of each month the said company shall pay the amount owing up to the Saturday then next preceding in respect of the said prisoners, by depositing the same at Toronto to the credit of the Treasurer of the Province of Ontario, in such of the banks of this Province as may be from time to time directed by such Treasurer, and shall deliver to the said Treasurer a deposit receipt therefor.

And the said company further agrees to employ said prisoners in the preparing of woodwork of any description for railway cars and equipments, and in construction of steam and sailing vessels, and building purposes generally, and in the manufacture of articles from steel, iron, brass and other metals for the said construction of railway cars, and for the other purposes above described. But should the company desire to manufacture articles from other materials than those above named, then, in that case, the same must be submitted to the Inspector and approved by him in writing.

The company further agrees to provide a sufficient number of instructors in the various branches of industry prosecuted, and in the several shops, who shall instruct the prisoners and supervise the labour of the prison, the company to have the right of introducing and employing in the prison workshops ordinary skilled artizans, and skilled labourers, but shall not employ such persons in the proportion of more than one such person for every six prisoners, and the persons so introduced, shall not at any one time exceed forty-three.

The company further agree that the officers, supervisors, instructors, skilled artizans, and labourers, and other persons, employees of the said company, who are hereby permitted, or may be permitted under the regulations, to enter the said prison workshops or grounds, shall conform to all the rules and regulations which are, or may be provided for the good government and general administration of the prison, and shall not allow conversation between the prisoners, or between prisoners and visitors, or between prisoners and such skilled artizans, or between prisoners and such instructors and supervisors, unless actually necessary in giving instructions or orders in connexion with the work in which they are engaged, and that no such person shall take or receive letters or other communications from any prisoner to his friends, or from any person to any prisoner, and that no such person shall be in any way the means of communication between any prisoner and any person outside of such prison, and that no such person shall barter with any prisoner, or sell any article to any prisoner, or give any liquor or tobacco to any prisoner, and that all cases of insubordination or refusal to work on the part of any prisoner, on the order of a supervisor, shall be forthwith reported to the warden of the prison for such action as may be considered proper, and that in case any of the employees of the said company breaks any of the regulations in this clause of this agreement contained, and the same comes to the knowledge of the foreman of the said company, he will report the same forthwith from time to time to the warden, and in case the Inspector of Prisons shall so direct, such person shall be thereafter excluded from such Central Prison premises by the said company.

The company further agree to take all reasonable and proper care of the buildings and the plant, tracks, engines, boilers, furnaces and machinery therein or upon the premises; and that they will make good any damage done to the buildings, or such plant, tracks, engines, boilers, furnaces or machinery, ordinary wear and tear, damage by fire and the action of the elements excepted; and that in case any trade (such as that of a grinder,) is so hard on prison clothing as to require prisoners engaged therein to be supplied with clothing at a rate greater than two suits per annum, the company shall pay such an amount as the inspector may adjudge sufficient to cover the additional cost.

The company agree that they will not use or permit to be used any space in the yard or grounds of said prison for piling lumber or other material not allotted to them, and will not permit any material or manufactured article to remain in such yard or grounds without the consent of the Inspector; and that the company shall once in every week, and oftener if required, remove from the said shops and prison premises all filth, dirt, cinders, ashes, refuse, lumber and waste matter that may accumulate therein from the industries aforesaid.

It is further agreed that the prisoners whose labour is to be furnished under this agreement, shall be persons who shall be sentenced to imprisonment in the Central Prison for periods not less than two months, or such persons as may be removed from other prisons to such Central Prison, and who, at the time of such removal, have not less than two months of their sentences then unexpired, the company to have a right to reject any prisoner whom the Central Prison surgeon upon being requested to certify in respect of, shall decline certifying to be capable of performing an ordinary day's labour through physical or mental causes or defects, the report or certificate of such surgeon respecting such capacity or incapacity to be final and conclusive.

It is further agreed that as long as ten hours are computed as the ordinary day of labour in similar industries, ten hours shall be computed as a day's labour under this agreement, but in case the ordinary labour day is reduced below such number of hours, then nine hours and a-half shall constitute a day's labour under this agreement, and the prisoners shall be employed by the said company for nine hours and a-half during every day. Six days' labour shall constitute a week, and out of every week the company shall allow to the prisoners two hours per man out of such working hours, the same to be paid for to the Government as if the prisoners worked during such time. Prisoners who at any time may not work for want of materials, tools, or proper instructions shall be charged for full time.

It is further agreed that the Government of Ontario shall have the right to use the exhaust steam in heating the said workshops, but if the heat thereby furnished is insufficient for heating purposes, that they will supply other means of properly heating the same.

The company further agree that they will not erect any buildings or erections, or building additions whatever, upon the said premises without the written consent of the Inspector. Any buildings which they may erect upon the said premises, and the removal of which will in no way injure the other buildings or any portion thereof they may remove, putting everything in the same state and condition as they may be in when they are first allowed to use the said premises or may be subsequently put by the Government.

In case any buildings or constructions are erected, or building additions are made upon the said premises contrary to this agreement, the same shall be the property of the Government of Ontario, whether affixed to the freehold or not.

It is further agreed that in case the Government find that they are able to furnish a greater number of prisoners than two hundred and sixty, notice thereof shall be given to the Car Company, and the company shall be required within a week thereafter to state whether they are willing to accept the labour of such additional number of prisoners; if such company, within a week thereafter, intimate in writing to the inspector their willingness to accept the same, they will be entitled to receive the labour of such additional number of men, and in such case the number which the Inspector is required to supply, and also the number which the company are required to take shall each be increased by the amount of such additional number as aforesaid, to be paid for at the rate aforesaid.

It is further agreed that, in case the said company shall, in all things, faithfully and fully carry out the provisions of this agreement, in accordance with the spirit and intent thereof, they shall have the right to a renewal of a lease of the labour of a like number of prisoners for another term of seven years and a-half, upon such terms as, by the Government of Ontario, shall be deemed fitting and just, having regard to what experience may show to be fair and requisite.

It is further agreed that the said company may, from time to time, remove such machinery as they may have caused to be put at their cost in the said buildings, or upon the said premises; but shall have no such right while they are in default in their payments upon this agreement; and Her Majesty, and the Inspector of Prisons on her behalf, shall be entitled to a lien upon any such machinery for any moneys payable or recoverable by virtue of the provisions of this agreement.

In case of failure to supply the number of prisoners which is agreed to be furnished, then the company is to be at liberty to employ and introduce a number of ordinary labourers equal to the deficiency, and payment of the difference between the wages of such labourers and of prisoners shall be made by the Government to the company, and the same shall be a full satisfaction and discharge of any damages or claims for any default of the Government in this respect, and may be so pleaded, such labourers to be discharged in one week after the Inspector or warden shall have notified the company of their readiness to furnish the number required.

It is further declared that it shall not be necessary, in order to constitute a tender of service under this agreement, to bring the prisoners actually into the workshop; but it will be a sufficient tender if the prison authorities intimate that such prisoners are ready to be furnished whenever requested, provided the same are immediately furnished upon such request.

It is further hereby declared that these presents shall not be construed to be a demise of the said Central Prison premises, or any portion thereof, nor to give the said company, or their employees, the right of going upon the said premises, except at such times as may have regard to the purposes of this agreement, and the safe custody of prisoners, be reasonable and proper.

And it is further hereby agreed and declared to be an essential condition of this agreement that, upon the report of the majority of three arbitrators, two to be appointed by the Lieutenant-Governor in Council, and one by the said company, in order to inquire in respect thereto, that there has been a failure on the part of the said company to keep and observe any of the covenants other than the covenants for the payment of moneys to such an extent as to be seriously detrimental to the discipline of the prison, or in case the company is in default for a period of one calendar month in any payment by them required to be made, it shall be lawful for his Excellency the Lieutenant-Governor of Ontario in Council, by order, to declare this agreement avoided, and the same and everything herein contained shall be forthwith at an end as far as any undertaking on the part of the Inspector or the Government of Ontario is concerned; but the Inspector shall nevertheless be entitled to recover damages in respect of any breach thereof that may theretofore have taken place, and shall also be entitled to recover from the said company; and the company hereby agree, in such case, to pay to the said Inspector the sum of ten thousand dollars as and for liquidated damages in respect of moneys expended in making such buildings and premises suitable for the use of the said company, and loss by the disarrangements thereby occasioned.

Neither the Inspector of Prisons, nor any one employed in connection with the Central Prison, nor any officer, shareholder, or employee of the company, shall, unless by consent of both the Government and the company, be named as arbitrators.

In case the company fail to appoint some person whose attendance can be forthwith secured, and notify the Inspector of such appointment for three days after they have received notice of the appointment of two arbitrators by the Lieutenant-Governor, and have been requested in writing to appoint one on their behalf, or in the case of the failure of any arbitrator to attend, after reasonable notice, the others may proceed without such third arbitrator.

In witness whereof, &c.

SUPPLEMENTARY RETURN

To an Address to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence between the Government and the Canada Car Company, and a copy of the Contracts said to have been made between the Government and said Company, regarding the labour of convicts which may be confined in the Central Prison, in course of erection at the City of Toronto.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 3rd February, 1873.

SCHEDULE OF CORRESPONDENCE, &c.

CANADA CAR COMPANY.

11th September, 1872.—John L. Blaikie, President, Toronto Steel, Iron and Railway Works Company, to Provincial Secretary.
11th September, 1872.—Hugh Baines to Provincial Secretary.
11th September, 1872.—James Pepler, Secretary, to Provincial Secretary.
24th October, 1872.—Patent to Canada Car Company.

(Copy.)

TORONTO, 11th September, 1872.

Hon. PETER GOW,
Secretary of State for Ontario, Toronto.

Re The Steel, Iron, and Railway Works Co. (Limited).

SIR—On the 11th and 13th July, I addressed you respecting the leasing or selling to the company the 5 acres of Ordnance land now occupied by them.

Since that time, said land has been sold by the Government to Hugh Baines, Esq., representing The Canada Car Company (Limited); and I write now to say that, in order to facilitate the conveyance of the land to him, I hereby withdraw the application for same made in my letter above referred to.

I am,
SIR,
Your obedient Servant,
(Signed) JOHN L. BLAIKIE. [Seal.]
Prest.

(Copy.)

TORONTO, September 11, 1872.

Hon. PETER GOW,
Provincial Secretary, Toronto.

DEAR SIR—My attention has been called to the fact that, in the Order in Council for the sale to my company of portion of the Central Prison property, the Company is styled "The Toronto Steel, Iron and Railway Works Company." It is now proposed, and was at the time in contemplation, that a branch of the business should be carried on by a company to be incorporated under the name of the "Canada Car Company," and you will please direct that the patent should issue to the trustees in trust for that company. The Toronto Steel, Iron and Railway Works Company are now assigning all their interest in the above property to the Canada Car Company; and I herewith enclose you a request, under the corporate seal of the Company, that the patent should issue in the above way.

Yours very respectfully,
(Signed) HUGH BAINES.

HUGH BAINES, C.E., Toronto, }
LEWIS MOFFAT, Merchant, Toronto, } Trustees.

(Copy.)

CANADA CAR COMPANY (Limited).
TORONTO, September 11, 1872.

To the Hon. PETER GOW,
Provincial Secretary, Ontario.

SIR—Herein I beg to hand you copy of a minute passed at a meeting of the Provisional Board of Directors of the Canada Car Company (Limited), held at Messrs. Campbell & Cassel's Office, here, September 4th, 1872.

Proposed by W. Alexander, and carried, that Hugh Baines, Esq., C.E., and Lewis Moffatt, Esq., Merchant, both of Toronto, be appointed Trustees for the Canada Car Company, and that the real estate purchased of the Government of Ontario, on behalf of the Canada Car Company, by Hugh Baines, Esq., be conveyed to them in trust for the same.

Yours very respectfully,
(Signed) JAMES PEPLER.
Sec. & Tr.

[L.S.] PROVINCE OF ONTARIO.

W. P. Howland.

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.

To all to whom these presents shall come.

Greeting.

Whereas, Lewis Moffatt, of the City of Toronto, in the County of York, Merchant, Hugh Baines, of the same place, Civil Engineer, Trustees of the Canada Car Company (Limited), have contracted and agreed for the absolute purchase of the lands and tenements hereinafter mentioned and described at, and for the price or sum of four thousand six hundred dollars of lawful money of Canada, and of which lands we are seized in right of Our Crown.

Now, know ye that, in consideration of the said sum of four thousand six hundred dollars, well and truly paid, to our use at or before the sealing of these our letters patent, we granted, sold, aliened, and conveyed, and assured, and by these presents do grant sell, alien, convey, and assure unto the said Lewis Moffatt and Hugh Baines, their heirs and assigns for ever, all that parcel or tract of land situated lying and being in the City of Toronto, in the County of York, in the Province of Ontario, containing by admeasurement five acres, be the same, more or less, which said parcel or tract of land may be otherwise known as follows: that is to say—Being composed of part of the late Ordnance Reserve on Strachan Avanue, in the aforesaid City of Toronto, which is abutted and bounded as follows: That is to say—commencing at a point in the western limit of Strachan Avenue, eight chains, four links, measured southerly along the said western limit of Strachan Avenue from the south-west angle of the said Strachan Avenue and Wellington Avenue, thence on a course south seventy-four degrees thirty-one minutes west, or parallel to Wellington Avenue fourteen chains seventy-eight links to the intersection of the north-easterly limit of the Grand Trunk Railway switch, thence following along the said north-easterly limit of the Grand Trunk Railway switch, on a course south seventy-seven degrees thirty-nine minutes; east, ten chains ninety-seven links to the intersection of the northern limit of the Great Western Railway, thence following along the said northern limit of the Great Western Railway on a course north sixty-nine degrees thirty-eight minutes; east, five chains, thirteen links, more or less, to the western limit of Strachan Avenue aforesaid, thence following the said western limit of Strachan Avenue on a course of north fifteen degrees twenty-nine minutes; west, seventy links, more or less, to the place of beginning.

To have and to hold the said parcel or tract of land hereby granted, conveyed, and assured unto the said Lewis Moffatt and Hugh Baines as trustees of the Canada Car Company as aforesaid, their heirs and assigns forever in trust to convey the same to the said Canada Car Company, when said company becomes incorporated, saving, excepting, and reserving nevertheless unto us, our heirs and successors the free uses, passage, and enjoyment of, in over and upon all navigable waters that shall or may be hereafter found on or under or be flowing through or upon any part of the said parcel or tract of land hereby granted as aforesaid; and, subject as to the parcel hereinafter described to the following condition: that is to say—That in case of any breach or non-observance by the said Lewis Moffatt and Hugh Baines, their heirs or assigns, or the said Canada Car Company, of either of the covenants hereinafter contained, the last mentioned parcel of land shall forthwith become forfeited, and revert to Her Majesty, her heirs and successors, for the public uses of the Province of Ontario; and it shall be thereafter lawful for the Lieutenant-Governor in Council, on behalf of Her Majesty, her heirs or successors, to authorise any person or persons to enter thereon: And, the said Lewis Moffatt and Hugh Baines for themselves, their heirs and assigns hereby covenant with Her Majesty, that neither they nor their heirs, nor assigns, nor the said Canada Car Company, shall at any time, hereafter erect or construct, or cause or permit to be erected or constructed on that portion of the aforesaid parcel of land which may be described, and is abutted and bounded as follows: that is to say—Commencing at the point of intersection of the northern boundary line of the said parcel of land with the north-easterly boundary line of the Grand Trunk Railway switch, thence north seventy-four degrees thirty-one minutes, east along the said northern boundary line of the said parcel of land one hundred and seventy-five feet, more or less, to the point at which the line of the eastern wall of the Central Prison produced intersects the said northern boundary line of the said parcel of land, thence southerly along the said produced line of the eastern wall of the said prison eighty-four feet, more or less, to the aforesaid north-easterly boundary line of the Grand Trunk Railway switch, and thence north seventy-seven degrees thirty-nine minutes west along the last mentioned boundary line one hundred and seventy five feet, more or less, to the place of beginning—any erection or building; but that the use of such portion of the said parcel of land shall be strictly limited to the railway tracks and switches, and that in case any person or persons erect or cause to be erected or constructed, any erection or building, upon the said last described parcel of land contrary to the covenant hereinbefore contained to the said Lewis Moffatt and Hugh Baines, their heirs or assigns, or the said Canada Car Company, shall, forthwith, upon being requested so to do by any person authorised to act on behalf of the Government of Ontario, cause the same to be removed from off the said premises.

Given under the Great Seal of our Province of Ontario. Witness—The Honourable William Pearce Howland, Companion of the Most Honourable Order of the Bath, Lieutenant-Governor of our Province of Ontario.

At Toronto, this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and seventy-two, and in the thirty-sixth year of our reign.

Ref. No. 35,631 } C.L.S.
Sale No. 33,218 }
H. J. J.
W. F.

By command of the Lieutenant
Governor in Council,
T. B. PARDEE,
Secretary.

THOMAS H. JOHNSON,
Assistant Commissioner
of Crown Lands.

Recorded 26th October, 1872,
JOHN F. C. USSHER,
Acting Deputy Registrar.

RETURN

To an address of the Legislative Assembly, to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all reports from the Inspectors of Division Courts, touching the working and general condition of the offices of said Courts.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 31st January, 1873.

COPIES OF REPORTS OF DIVISION COURT INSPECTIONS FOR THE PROVINCE OF ONTARIO.

1871

Nov. 20th—Report of Charles Durand on first Division Court and other Courts, County of Kent, Chatham.
" " —Report of C. Durand on various offices in County of Essex.
Dec. 18th—Report of C. Durand on various courts in Kent, Simcoe, York and Welland.

1872.

Jan. 3rd—Report of C. Durand on various courts in York, Simcoe, City of Toronto.
" 18th—Report of C. Durand on various courts in Wellington, Perth and Huron.
" 18th—Report of C. Durand on various courts in Welland and Lincoln.
Sept. 17th—Report of M. B. Jackson on first Division Court, County of Wentworth.
" 21st—Report of M. B. Jackson on first Division Court, County of Peel.
Oct. 21st—Report of J. Dickey on 2nd, 3rd, 4th, 5th, 6th and 7th Division Courts, County Huron.
" 23rd—Report of M. B. Jackson on first Division Court, County of Grey.
Nov. 5th—Letter from Acting Assistant-Secretary Eckart to J. Dickey, Inspector of Division Courts.
Dec. 2nd—Report of J. Dickey on 2nd, 3rd, 4th, 5th and 6th Division Courts, County Halton.
" 3rd—Report of J. Dickey on 2nd, 3rd and 4th Division Courts, County Peel.
Dec. 11th—Letter from Acting Assistant-Secretary Eckart to J. Dickey, Inspector of Division Courts.
" 14th—Report of M. B. Jackson on first Division Court, County Simcoe.

1873.

Jan. 2nd—Letter from J. Dickey, Inspector Division Courts, to Provincial Secretary.
" 2nd—Letter from J. Dickey, Inspector of Division Courts to Provincial Secretary.
" 8th—Letter from J. Dickey, Inspector of Division Courts, to Provincial Secretary.
" 27th—Letter from J. Dickey on 2nd, 3rd, 4th and 5th Division Courts, County of Kent.
" 27th—Report from J. Dickey on 2nd, 3rd, 4th, 5th, 6th and 7th Division Courts in County of Essex.

COPY of so much of a Report of Charles Durand, of the City of Toronto, Barrister-at-Law, dated Toronto, November 20th, 1871, on the Offices of the various Courts in the County of Kent, as far as relates to the 1st Division Court of said County.

In the first place, I called upon his Honour William B. Wells, Esquire, the County Judge of the County of Kent, at Chatham, who at once gave me a written authority to examine all books and papers in his different division courts. My inspection of division courts in his county only extended to the Town of Chatham.

I regret to have to state, that I found that office in a very irregular state, and greatly in default to the Government.

After having obtained the authority of the said judge to examine the office, I was necessarily detained a few hours in looking into the papers in the office of the clerk of the county court, and upon going into the said division court, I found the clerk busily engaged with a large quantity of stamps before him, putting stamps upon the records of his court, of an old date, which led me to believe some one had given him an intimation of my coming. As I was instructed by your authority, I orally examined him as to the state of his office, and the cause of his then movement in stamping old papers.

He admitted to me as follows:—

1st. That he was the son of the said county judge, and had been in the office he held since the month of January, 1870, up to the present time.

2nd. That he had in his court, in that period, upwards of twelve hundred suits (1200) in his said court.

3rd. That he had never affixed any stamps upon any judgments in his court (the law requires all judgments to be stamped).

4th. That he had affixed stamps upon only a part of his summonses issued.

5th. That he had, within a few hours, stamped about forty summonses of an old date, after the judgment had been given, and had bought eighteen dollars worth of stamps that morning (of my visit), which, upon after enquiry of the county attorney, I found he had bought of him.

6th. That he had not affixed stamps on his papers for nearly two years past, in a regular way; and that he thought if he affixed stamps at the end of the year, it was sufficient.

7th. I found that his two immediate predecessors in office—Mr. Glendenning and Mr. Sheriff, now deceased, but who have given security—in said court, had also been very irregular in affixing stamps; that many hundreds of dollars are probably due the Government from their estates and sureties; that stamps have been in some way illegally put upon papers in said office, that should have been stamped in their life time by them, and are now not cancelled.

8th. That I have very little doubt, after an examination (which, however, I had not time to complete, and which should be immediately completed,) of his office for parts of two days, that he is in default to the Government in not affixing stamps to an amount varying from one to two hundred dollars, and if the penalty of the law is enforced, to an amount of many hundreds of dollars more. Also, that his two immediate predecessors are in default in large sums.

I regret to have to state, in connection with this matter, that the said clerk must have acted in the manner in which he did wilfully and knowingly, and that a very gross oversight appears to have been shown by the said judge, in not noticing these defaults, and in overlooking the records of his court.

I obtained from the county attorney (Mr. Douglas,) information as to the quantity of stamps that this clerk had bought from him, showing a very great deficit, as compared with other clerks in the same county.

9th. Upon observing these gross irregularities, I directed the said clerk to leave his papers in the same state in which they were, unstamped (and also requested the said judge to permit his clerk to do so,) until I could lay the matter before you.

OFFICE OF THE COUNTY COURT AND DEPUTY-CLERK OF THE CROWN AT CHATHAM.

I examined these offices, now under the charge of William A. Campbell, Esq.

1. I found that he was using every effort to put his office in order; that he had given

great labour and attention to put the papers of his predecessor (Mr. Ireland) into a proper state, alphabetically, and otherwise to keep his books in a proper official state.

2 That his papers and books are in an office in the court house, where there is no vault, liable to be burnt at any time, or even stolen from their insecure position, and that he has the custody of very valuable documents, chattel mortgages, original county court judgments, and valuable exhibits and books.

3. He strongly urged me to represent these facts, so that the proper remedy might be applied ; also to state that the offices are in a situation very inconvenient to the profession and the public.

4. I regret to say that I found a large quantity of Queen's Bench and Common Pleas records in his office that were irregularly stamped and not returned or stamped by his said predecessor, amounting to over fifty, some signed as far back as the year 1865. I found that many of these rolls had been stamped long after they were signed by the lawyers (as I was informed, with the clerk's permission), when penalties should have been inflicted.

5. I did not find that Mr. Campbell had been in any way wilfully remiss in his office, but, on the contrary (whilst acting in some things illegally, as he said, through the information of the lawyers), he seemed in every way desirous to perform his duties faithfully.

But whilst I thus say, I found that the law as to stamps had been seriously violated in many instances (which I cannot here particularise, for want of time and space), entailing serious loss on the income derived from stamps.

These remarks apply to the offices of the county court and Deputy Clerk of the Crown. I gave the clerk every information in my power.

He also called my attention to the necessity of the Government or county council furnishing him with new books.

OFFICE OF THE CLERK OF THE SURROGATE COURT, CHATHAM.

I examined this office, now and for many years past under the management of George Williams, Esq.

I have to report that I found this office in a most confused and irregular state.

1. The office in which he keeps his records and papers is dirty, and unfit for any person on business to enter, as well as very insecure.

2. That papers of a most valuable kind, such as wills, bonds, administration papers and books are scattered about his office in various localities in great confusion.

3. That I could not find the papers I wanted to see and inspect, and I had in some instances to pull them out of rubbish about the office.

4. That his books do not contain the entries of recent probates of wills or administration grants, and are kept in a most negligent and irregular manner.

I must here state that he ascribes this, in part, to a recent removal of his office, and the unfitness of his office.

5. That he does not stamp his papers as the law directs, and the Government has suffered much loss in this way.

6. That he has not for many years returned (as the law directs) certified copies of the wills filed in his office to the Probate Court in Toronto.

7. That the public interests are greatly suffering from this state of things, and valuable records are in danger of being constantly lost by the manner in which this officer discharges and has discharged his duties, so far as I can ascertain the facts, and see from personal inspection.

I could greatly enlarge particulars as to the state of the said offices ; but the space already occupied is (I fear) too great.

All of which matters are respectfully submitted to your Department by

(Signed) CHARLES DURAND.
Inspector of Offices, pro. tem

COPY of so much of a Report of Charles Durand, of the City of Toronto, barrister-at-law. dated Toronto, November 20th, 1871, on the Offices of the various Courts in the County of Essex, as far as relates to the 1st Division Court of said County.

Upon examination of the division court office, now under L. J. Fluett Esq., I found that with a few exceptions of trifling account, he had affixed all legal stamps to his office-papers, and in some instances had affixed more stamps than the law required. He seems to have used every effort to carry out the law of affixing stamps, but in some cases, through inadvertence, had omitted to do so. My instructions to him will tend to increase the revenue from stamps, as well as to aid him more thoroughly to perform his duties.

I found he had not charged the fees to which he was entitled by law, and that the rules of the division court were not fully carried out. I regret in connection with this office to have to report that Mr. McKee, the immediate predecessor in this court of Mr. Fluett, had neglected to affix stamps as the law requires, and from a partial examination of the papers and books of Mr. McKee, I think a considerable deficit will be found.

During the day I met with him, and he said he was willing to pay the Department what he owed it. I learn he has given the necessary bond to the Crown.

I also inspected the office of Frank E. Marcon, Esq., Clerk of the County Court and Surrogate Court, and Deputy Clerk of the Crown at Sandwich.

He has been in office since the 28th day of September, 1870. I found that up to the 28th of February, 1871, he had not affixed upon computations the $1 stamp required by law on signing judgments in the Queen's Bench and Common Pleas, and not charged required stamps to be put upon precipes for subpœnas or exhibits, and some other papers filed in his office, by which the revenue in stamps had been greatly injured.

That he has in his office a large number of judgment rolls, some of them improperly stamped, by his predecessor, Mr. McMullen, now deceased. These rolls will require to be stamped, by order of a judge of the Superior Courts, and I understand the executor of Mr. Mc. Mullen is willing to pay for the expense and the deficient stamps.

I have taken the particulars of the records in his office not sent.

In the county courts I find that this clerk has never charged the fee fund for oaths of witnesses in the county court, nor the fund of 60 cents due upon computations on notes in the county courts.

I also found that he had included in his book for the entry of judgments, judgments on transcripts from the division courts, whereas the law requires a separate book for that purpose. As to the surrogate court, I found that he had but one book in which to enter the probate of wills and letters of administration, whereas I think there should be two.

He has forwarded all certified copies of wills to the Toronto office. The clerk says he found the papers in all the offices aforesaid, left at his death by Mr. McMullen, in great disorder, and he spent about six months in putting them in order, for which he has received no pay.

He has also been obliged to furnish his own books, which in my opinion should be furnished either by the county council or the Government.

Any omissions which I noticed in this clerk's office, I am convinced were not wilful, and I must say he has got his office in a very efficient state, and has a good vault in which to keep his papers.

In concluding this Report, I should say that I fear that the Revenue Department will be found to be greatly suffering for want of the careful affixing of stamps in the various offices of the country.

All of which is respectfully submitted by

(Signed) CHARLES DURAND.
Inspector of Offices, pro tem.

TORONTO, 18th December, 1871.

To the Honourable J. S. MACDONALD,
Attorney-General, Ontario.

DEAR SIR,—Since my last two reports to you, in reference to the inspection of certain offices in the Counties of Kent and Essex, I have further inspected offices in other counties and localities, but I would first refer to some facts that have come under my notice from reliable information in the County of Kent.

I mentioned to you the great deficiencies I found to exist in the office of Mr. Wells, the Clerk of the First Division Court of the County of Kent, in the affixing stamps on documents in his office:

1. I have been informed upon reliable information that, since I was in Chatham, the said clerk has bought $260 worth of stamps of Mr. Douglas, the County Attorney of the County of Kent, to supply such deficiency.

2. I required him, owing to his wilful neglect, to apply to the judge of the county court for an order to make him put on double stamps, for his default.

3 I have been informed that he has not done so, but that in disregard of such requirement he has affixed only single stamps with a nominal fine, ten cents on each default.

4. That I had a conversation with the said judge, in which I said I could not consent to any less fine than double stamps; yet, I have been informed that permission from the said judge to affix only ten cents for each default has been allowed by said judge. The revenue, in consequence, will lose several hundreds of dollars, if such order of the judge is allowed to stand, but the Government has yet the power to enforce penalties against this clerk to the amount of a greater penalty than double stamps.

BARRIE, COUNTY OF SIMCOE.

Clerk.—Mr. Morrow.

I visited and inspected the offices of the Clerk of the County Court and Deputy Clerk of the Crown of the County of Simcoe.

I am pleased to say that I found these offices apparently in very good order, and very efficiently conducted.

I noticed that the clerk charged in stamps for the fiat of the judge of the county court on all records where orders were made for immediate execution, or for increased counsel fees. In other places, especially in Toronto, stamps are not affixed for these orders, thus causing a loss to the revenue.

The clerk also always requires precipes to be filed for subpoenas, and stamps them; he does not, however, stamp exhibits filed or requisitions to have records forwarded to Toronto.

Inspection of three Division Courts Offices in the County of York, at Markham Village, Richmond Hill and Berwick.

I regret to say that I found these offices wrong in many of their charges for stamps, and the stamp revenue has suffered a very serious loss in all of them for many years. I do not think the errors of these clerks wilful, but simply for want of instruction by the judge, or neglect in obtaining proper legal knowledge. The position of these offices I fear is a very general one, and I believe that a very large majority of the offices of division court clerks will be found in the same state. In many instances, in these offices not more than half the amount in stamps required to be affixed is affixed.

COUNTY OF WELLAND.

I inspected the offices at the county seat of Welland for two days, on the 9th and 11th December, 1871.

Offices of the Clerk of the County Court and Deputy Clerk of the Crown.

Clerk.—Isaac P. Wilson.

I am pleased to say I found these offices in an excellent condition. The clerk seems to take a pride in making his office, as it were, a model office. His books and papers are kept in a very correct manner, and very correctly stamped; more so than at the principal offices in Toronto. He may, and does in one instance err in putting on stamps, that is on signing interlocutory judgments, where the law does not seem to require them. I found in a few instances that executions filed in his offices had been stamped, and the stamps had either been removed by accident or purposely, but in my opinion, not by his fault, and in a few instances, accidentally I think, stamps were not affixed on papers filed.

He, too, stamps all the fiats of the judge on papers and records.

The judge of the county court, who should reside at the county seat, I regret to say, resides four miles away at Port Robinson, and some inconvenience is suffered by the profession of lawyers and the clerk, by reason thereof.

To the clerk this non-residence is inconvenient, because the lawyers go to the judge and get orders made in suits, which the judge, it is said, stamps himself, (a very improper practice in my opinion), and these orders are taken away by the lawyers ; the clerk in the meantime losing his fees, and not knowing what has been done.

I regret to say also that the office of surrogate clerk or registrar is not kept at the county seat, as it should be.

This causes considerable inconvenience ; there is no good cause for this. His office is at Fonthill, four miles away, and I did not inspect it.

I cannot here omit to say that seeing the very great pains Mr. Wilson takes in his office, the amount he brings into the stamp revenue as compared with other clerks, and the expense he goes to in the purchase of books for his office, that the Government would be only acting right in raising his salary.

Inspection of two Division Court Offices at Welland.

I inspected the division court offices of a clerk named S. S. Hagar, located here, and examined the papers and books, extending over seven years. To my great regret and surprise I found not only the books but nearly all the papers wrong :

1. The procedure book did not shew, in any instance, fully the proceedings in the suits, nor were all the cases sued entered therein.
2. The summonses and judgments were in almost every instance erroneously stamped.
3. In many instances neither summonses or judgments were stamped.
4. I could not find many summonses at all.
5. He had not the summonses or papers filed away, and did not keep the necessary books in his office. His office is a small one, but that is no reason why he should not keep it correctly.
6. This office owes the Government for stamps, I should think, near two hundred dollars, and I believe the clerk is perfectly solvent. His omission to affix stamps is owing partly to ignorance, and is partly wilful.

I must here also say that the judge must have been very remiss in over-looking the omission to stamp papers in this office, and in not examining the books.

Another office, Mr. Wellett's, at Welland, was also partly inspected.

This office is a large one, as compared with the last.

He appears to be a very efficient clerk ; his books seem correct in style and number, but upon a general enquiry of him, I find he is not correct in affixing stamps in several cases, and the stamp revenue also has suffered considerable loss here.

My observation thus far warrants me in saying that inspection of all offices in Ontario, where stamps are used, is urgent and necessary.

I intend shortly to visit Goderich and some other localities, where I suspect errors to exist.

All of which is respectfully submitted.

(Signed) CHARLES DURAND, *Barrister,*
Inspector, Pro tem.

TORONTO, January 3rd, 1872.

To the Honourable ADAM CROOKS,
Attorney-General of the Province of Ontario.

(*Fourth Special Report from Mr. Charles Durand on the Courts.*)

MY DEAR SIR.—In furtherance of the instructions of the Honourable John Sandfield Macdonald, late Attorney General of the Province of Ontario, given to me to examine into the position of the courts of Ontario, as to the use of stamps, on proceedings in the various courts mentioned in those instructions, I beg leave respectfully again to report to your Department as follows :—

My last report o your Department was dated the eighteenth day of December last, and had reference to the County of Welland, in part to the County of Kent, and to some offices in the County of York.

Since my last report I have examined in part two other offices of the division courts in the County of York, viz., at Newmarket and in the Township of King, also in part the large office of the division court in the City of Toronto.

I have also examined the offices of two division courts in the County of Simcoe.

I also inspected the office of, and gave instructions to, the Registrar of the Surrogate Court of the County of York, in the City of Toronto, on several occasions in the latter part of December, and yesterday in reference to stamps to be affixed to papers.

His Honour Judge Gowan, of the County of Simcoe :

Before alluding to the particular positions of the aforesaid courts, I feel it my duty and pleasure to say, in reference to James R. Gowan, Esquire, the learned Judge of the County Court of the County of Simcoe, and Chairman of the Board of County Court Judges established to frame rules for the division courts in 1869, that I have felt it occasionally to be incumbent on me, as well in view of his present position, as of his great experience in the management of division courts, to ask his advice as to the law and practice governing the affixing of stamps on law proceedings in division courts.

It affords me great pleasure to say that I have received very valuable suggestions from him, in the discharge of my duties, in giving directions as to the use of stamps.

The Newmarket Division Court is a large county court, in which about seven hundred cases are tried or entered in a year. My examination of the court thus far is not favourable, although in some respects the office is well conducted.

I found upon examination of the papers of one whole court, held on the 22nd February, 1869, that all of the stamps for judgments and hearing of suits in that court (with one or two exceptions), had been left off, not affixed although the suitors had been charged with them in the costs, and that the Government had thus lost about one hundred dollars. I have taken a list of the omitted stamps The clerk admitted the neglect at once.

I also found that stamps were not affixed according to law and the rules of the court in other cases in this court.

The clerk of this court excuses himself by saying that the above omission is accidental not wilful, but I am not prepared to say this is correct : and I think he should affix double stamps for this very gross omission.

I think such a penalty in all cases (if not a higher one), is proper where the clerk has charged suitors with the stamps and not affixed them

On the other hand I find he charges for or affixes stamps in cases where confessions are given (which is legal), whilst I find such confession stamps have been illegally left off in the Toronto Court ; I also find his books were kept in a very orderly, neat style, and his office well looked after, with the above exceptions. I believe it will be found that the predecessor of this clerk has not affixed the stamps of this court correctly.

The King Court I partly examined, and find that the clerk in several instances omits to put on stamps to the proper amount, and in cases where larger stamps should be put on affixes stamps of too small an amount. In consequence of this the revenue suffered great loss in this and other offices. This omission arises generally from a mistaken view of the law of affixing stamps.

The Toronto Division Court is the largest in Ontario, and requires a thorough inspection. For many years the number of suits entered each year has exceeded two thousand, and during the past year (1871) nearly three thousand suits were entered.

You will thus see that the revenue in stamps from this court should be very large.

I have as yet only examined the papers of a few sittings of this court, but have had a very general examination, by conversations and inquiries, with and of the clerk (Mr. Howard) as to the manner of affixing stamps,

Whilst I believe the clerk to be very efficient and honest in his endeavours to carry on the business of his court, and careful in affixing stamps, yet I find many omissions to put on any stamps, and many more omissions to put on stamps on office papers where they should be affixed, where he thinks they should not be affixed. For instance, he has omitted to put on hearing stamps (as undefended suits) on judgments entered on confessions for a long series of years. This omission has caused a considerable loss to the revenue.

He also omits to stamp other proceedings requiring stamps.

It is but just to say that this is mostly owing to a mistaken view of the law, which I feel convinced he is anxious to carry out.

This office I intend more fully to report on soon.

Two division court offices in the County of Simcoe, at Tecumseth and Bradford, I examined in part.

The court at Tecumseth, under a clerk recently appointed, I found very well conducted, only a few errors having occurred; his immediate predecessor did not conduct his office well.

I think that upon examining the proceedings in this court and many others in former years, many deficiencies could be found in affixing stamps.

THE COURT AT BRADFORD.

The papers in this court were lately mostly destroyed by a fire, the papers of the court not burnt were partly examined by me, and I found many of them improperly stamped, and some not stamped at all. The clerk affixed about ten dollars worth of stamps omitted, in my presence.

The clerk seems to have committed many errors observed not wilfully, but through errors of judgment; I therefore only required him to affix single stamps where omitted.

The office of the Registrar of the Surrogate Court in Toronto:

This office is on the whole very efficiently conducted, yet I found many omissions to put stamps on papers where they should have been affixed.

I have spent parts of several days in giving instructions to the officer who (under Mr. Cayley) the Registrar, manages the office, and he has at once adopted my suggestions; for instance he had not put on stamps in cases where original wills were deposited for safe keeping in the office.

He had thirteen wills deposited with him, and put 50 cents on each will at my suggestion, also he had not put stamps on the orders or fiats of the judge in cases of contested wills, executors' accounts, and contested administrations, by observing my instructions in those and other matters, he will, probably, considerably increase the stamp revenue in this office.

My instructions have required me to visit particularly the Counties of Huron and Perth, whither I intend shortly to proceed.

You will see that from my prior reports and from this, very great deficiencies have been found to exist and I am confident will in many other places be found to exist —with stamp revenue, caused by the omission to legally affix stamps.

All of which is respectfully submitted,

CHARLES DURAND, *Barrister*,

Inspector of Offices, Pro tem.

TORONTO, 18th January, 1872.

To the Honourable ADAM CROOKS,
Attorney-General, Province of Ontario.

(*Fifth Report from Charles Durand, Barrister, on the inspection of Offices in the Province of Ontario.*)

COUNTIES OF WELLINGTON, PERTH AND HURON.

MY DEAR SIR,—I beg respectfully to report to your Department the result of my examination of the offices of the county courts, the deputy clerks of the Crown, the Registrars of the surrogate courts, and a few of the division courts in said counties, extending over five days, from the fourth to the ninth days of January, 1872, Sunday intervening.

WELLINGTON.

I examined in part the office of Thomas Keating, the Registrar of Surrogate Court of this County, on the fourth day of January, and found it in a very disorderly and unbusiness-like condition.

On enquiries of him—

1. He says he buys about $120 worth of stamps in a year.
2. Issues about sixty letters of administration, guardianships and probates each year.
3. Has deposited in his office six wills for safe keeping, only one of which I found stamped as the law directs. I caused him to put on stamps to double the amount required by law, in part as a penalty for neglect, his office being generally out of order.
4. I found that he had not kept his books in proper order, and that he had not registered in the proper book (in his office) the wills on which letters of probate, etc., had issued—letters of administration had been granted or letters of guardianships had been granted since December, 1869.

I examined a great many petitions or applications for probates, administrations and guardianships in his office, and found them generally not stamped.

I also found some of his citations and caveats issued not stamped.

He had only a small quantity of stamps on hand, which were used in a short time by supplying stamps to be affixed on papers not stamped.

He desired me to leave the office for an hour, until he would buy stamps and arrange his office.

I did so in order to visit the office of the clerk of the county court, telling him not to put on any stamps on old papers until my return, directing him to buy $25 worth of stamps.

Upon my return in an hour I found that he had (as he said) bought $10 worth of stamps, and had employed a young man to assist him in arranging his papers.

I also found that he had stamped on numbers of papers (of an old date) fresh stamps, ante dating them—contrary to my orders—in order secretly to have it appear that they had been legally stamped.

The young man at first denied that this had been done, but afterwards admitted it and I made him date all the stamps, thus put on, of the day when thus put on.

I had a few papers stamped on my second visit that day and the clerk then refused to stamp any more for me or to buy any more stamps. He said he would buy stamps and stamp them at another time on my visiting Guelph.

My impression is, that in order to have the papers in this office properly stamped, he will have to buy several (perhaps two) hundred dollars worth.

He had not his papers filed away or arranged in a proper way. There is a brick safe in his office, but it is too small. The county council does not supply him with a proper office.

I regret to say I found him, when I first went to his office partially intoxicated at ten o'clock in the forenoon and more so on my second visit an hour afterwards.

I directed him, in the presence of the young man he had employed, to put his papers into paper covers (each case by itself) and in years, so that I might inspect them fully on my second visit.

I consider that this office should be again immediately inspected in view of the interests of the Government, and that unless an immediate amendment be made in the management of the office, the officer (for the public interest) should be superseded.

It may not be proper for me to say this but I feel it my duty to say, that this officer is not fit for his office. The County of Wellington is a large and wealthy county, and the records of this office are (as seen by me) a disgrace to it—also the office in which the records are kept is very small and insufficient.

The county court office and office of the deputy clerk of the Crown in this county are under the management of Mr. Hough, an aged and highly respectable man. He has been the clerk over these offices for many years. His office is entirely too small, and is very inconvenient.

He keeps his records and papers in a business like way, but has no safe in which to put them.

Altogether this office too is not creditable to this great county. I mean its accommodation for the public use and for the safe keeping of papers—so far as examined I thought the office correct. I was but one day in Guelph, and made a very short inspection of this office. The result of my examination was favourable. I found some papers, rolls, etc. not properly stamped and caused stamps to be put on.

The result of this day's inspection caused the affixing of about twenty dollars worth of stamps to papers.

I also saw the clerk of the division court (Mr. Alfred Baker), and gave him general instructions as to the use of stamps, and from information given me by him, I think I will find his office not correct, but to a great extent it is so. I had not time that day to examine his office.

STRATFORD, COUNTY OF PERTH.

On the 3rd January, 1872, I examined the office of David Barritt, clerk of the division court here. He has been clerk since June, 1864. His papers are well kept, but not properly stamped. I examined a great many of them, and he put on in my presence $20 and upwards worth of stamps. He will have to use perhaps several hundred dollars to make his papers right as to stamps, the office being a large one. His mistakes in stamping his papers arose generally from a misapprehension of the law: I will again visit his office soon.

The office of the county court, deputy clerk of the Crown and registrar of the surrogate clerk at Stratford are under the management of Mr. James McFayden. He has no wills on deposit for safe keeping—has forwarded all copies of wills on which probates have been granted to Toronto, to the surrogate clerk, has all his papers property registered in his books. He affixes stamps on many papers in his office as registrar (such as the fiats of the judge for probate), not stamped in other offices, but he does not stamp the applications for probate generally, which is not correct. I caused stamps to the amount of about $10 to be affixed to his papers. I am convinced that his intention is to do what is right, but he is under some misapprehension as to what stamps to put on. His office is a large one I did not examine the other offices for want of time. I was one day in Stratford.

GODERICH, COUNTY OF HURON.

I was at this town four days engaged in examining the offices of the division court clerk and of the offices of the clerk of the county court, deputy clerk of the Crown and registrar of the surrogate court.

I regret to say that I did not find these offices in a proper state. The clerk of the division court is Dr. MacDougall; and his office is managed by a deputy, Mr. Fletcher, a worthy man. It will require a large sum to make it right as to stamps. The County of Huron during the past twenty years has had I think no less than four different judges of the county court, and from all I could learn these judges have not instructed their clerks rightly as to charges in the division courts, especially since the stamp laws came in force. The clerk here is to some extent excusable on the above ground. He bought whilst I was there about $25 worth of stamps to be affixed to his papers, and promises to arrange them so that I can examine properly on my next visit. It may require several hundred dollars in stamps to put his office right. I think the judge of this county has not properly looked after the division courts thereof, and his manner of conducting his courts, from information given me, is incorrect.

There are many complaints as to the administration of the law in the county court and division courts in this county among the people and the profession.

The office of the county court in this county is under Mr. Hugh Johnston. I examined it for two days and part of another day. I was specially directed to do so by the late Attorney-General, on account of particular information given to him.

I regret to say that the judgment rolls and many of the papers of the office of this clerk are not properly stamped; that although the clerk has charged the stamps in taxing costs in many cases that came under my notice, he did not affix stamps on the papers to correspond.

Many of the writs issued from the superior courts, such as executions and summonses and filings were not properly stamped, and in some instances stamps had been on and were off, from what cause I could not tell. I did not examine the papers in the surrogate office, for want of time.

Under my inspection, about forty dollars in stamps were used in stamping papers legally, and in many cases I thought it necessary to double the amount of stamps affixed, owing to what I considered culpable neglect on the part of the clerk.

The county attorney, Mr. Ira Lewis, of this town, rendered me every assistance in his power to carry out my duties.

I was informed that the clerk (Mr. Johnston) bought about a hundred dollars' worth of stamps of Mr. Lewis, most of which were not used in my presence.

I desired him to let his papers in his office remain just as they were until I could complete the inspection, which he promised to do. I think Mr. Johnston has in some instances been guilty of gross neglect in affixing stamps; in other cases he has been too much influenced by professional men misadvising him, and in other instances has been misdirected by the judges of the county courts. The office is not therefore in that efficient state in which it should be for so large a county, and I fear I shall require the clerk to use some hundreds of dollars to make his office right.

I also fear that the offices of the county division clerks in Huron and in many parts of Bruce (owing to the manner in which they have been looked after by the judges presiding over them for many years past) will be found very incorrect.

I would be quite within the truth if I were to say that a thousand dollars is due the Government in stamps in the two counties in division courts alone.

The courts require a rigid examination immediately in these two counties in proceedings of former years. I am not certain that for the past two years in Bruce that the same neglect has been manifested.

All of which is respectfully submitted by

(Signed) CHARLES DURAND.
Barrister, Inspector of Offices, pro tem.

COUNTIES OF WELLAND AND LINCOLN.

TORONTO, 18th January, 1872.

To the Hon. ADAM CROOKS,
Attorney-General of the Province of Ontario.

MY DEAR SIR,—You will remember that I referred in my report to you of the 3rd inst. to a visit I had made prior to that time early in December to inspect the offices in Welland, the particulars of which were reported to the late Attorney-General on the 18th December, 1871.

In that report I referred to the examination of the offices of Mr. Isaac P. Wilson, the very efficient clerk of the county court and deputy-clerk of the Crown Office, and to my approbation of the appearances of the offices.

I also referred specially in my report of that date (18th December) to the state in which I found the office of a certain clerk of the division court (Mr. S. S. Hagar) at Welland.

At that time I examined his office fully, but had not time to cause him to affix the necessary stamps nor had he the stamps then to do so. Although I was in Welland very busy all the time, I had not then time to visit the office of Mr. Deverardo, the Registrar of the Surrogate Court of Welland.

It was necessary for me to visit Welland again, to cause the said division court clerk to stamp his papers in my presence, as well as to see the said surrogate court. Also, to look into other division court offices. I accordingly visited the County of Welland again on the 10th inst., and was occupied there and at St. Catharines, in Lincoln, five days.

I caused Mr. Hagar, the said clerk, to affix about $120 of stamps to his papers to complete them, which was so much gained for the revenue.

I also caused a few papers deficient in Mr. Wilson's office to be stamped.

Another division court at Welland is deficient in some things, but owing to the sickness of Mr. Willett, the clerk, I did not examine his court. The division court at Thorold, in Welland, I also partially inspected, and caused him to stamp some papers. This office is deficient in stamping to the extent of more than $100 in my opinion. I must visit it again.

Mr. Wilson's office, the county court clerk) I again examined for nearly one day, and found it in very excellent order, with only a few accidental omissions. He is entitled to much praise as an officer. I then had to hire a horse and buggy and drive to go to see Mr. Deverardo's office, in the County of Welland, situated about five miles from the county seat. I must draw your attention to the fact that this office is over the registrar office for deeds, and the office of the surrogate court.

His office should be at the county seat. I am informed that they are not so, because he has built two very fine offices at his own expense, with valuable safes, and the county council will not erect buildings for him at the county seat. Nevertheless, the absence of these two offices from the county seat must be a public inconvenience.

The surrogate office of the clerk, Mr. Deverardo, the books, papers and whole appearance of it with one exception, I found in admirabe order.

I am convinced that there is no office in Ontario so well managed, as to the duties of the clerk in getting up, filing away and registering his papers as this office. It is decidedly a pattern office. Nevertheless, from some misapprehension of the stamp law, he is deficient in affixing one stamp of 50cts on his applications for probate administration and guardianship.

This deficiency, I fear, will cover at least eight years, and he will (at single stamps only) have to affix certainly not less than $100 on his papers.

He has not also affixed stamps on some of his orders or judgments of the judge in contentious cases in his court.

I might, under these circumstances, fairly cause him to double his stamps. He has not, however, charged the public with these stamps. I shall have to visit his office again to put it into order as to these stamps.

Drummondville Division Court Office.

I then visited this office and found it incorrect. I caused the clerk to affix about $10 worth of stamps—all he had—and I am to visit his office again.

The clerk, Mr. William Patrick, his predecessor in that office, was also incorrect. It will take perhaps $200 to put this office in order.

You will please to notice that in my visits to these offices I could often do much more if the clerks had stamps on hand. Their offices are wrong and I am obliged to repeat my visits when they supply themselves with stamps.

County of Lincoln.

I visited for one day the offices at the county seat, St. Catharines, and only partially examined the office of Mr. Mettleberger, the clerk of the division court there, which, so far as examined, I found correct.

I also examined the office of Mr. Clinch, the clerk of the county court, to a small extent and found it very correct

I examined the office of the registrar of the surrogate clerk (Mr. Secord) and found it not correct as to the old papers. The recent papers were not examined. I caused the deputy clerk to put on $2 00 worth of stamps.

I have again to state that I cannot omit to say, that great complaints are made of the omissions of Judge Price in this county, in not giving that information to division court clerks which they reasonably might expect him to give. Also, that his habits are at fault as to sobriety. This is from personal observation and information given me.

All of which is respectfully submitted.

(Signed) CHARLES DURAND,
Barrister, Inspector of Offices, pro tem.

COPY of so much of a report of M. B. Jackson, Esquire, Clerk, of the Crown and Pleas (Common Pleas) dated Toronto, September 17th, 1872, on the offices of the various Courts in the City of Hamilton, as relates to the first Division Court of the County of Wentworth.

Mr. William Griffin is clerk.

This office is very well kept; papers put away with system and method; papers regularly and properly stamped; the only defect was that he had not charged the proper fees for renewal of writs. His books seem very correctly kept. He has a very good fault.

COPY of so much of a report of M. B. Jackson, Esquire, Clerk of the Crown and Pleas (Common Pleas) dated Toronto, September 21st, 1872, on the offices of the various Courts in the Town of Brampton, as relates to the first Division Court of the County of Peel:—Mr. Thornhill Archer Agar is clerk.

The books, papers and proceedings seem to be very carefully and correctly kept and filed away and properly stamped. The office is very satisfactorily kept and conducted and only needed one or two suggestions. The papers and proceedings in the time Mr. Terrance McKenna, Mr. Ager's predecessor, was clerk, were not properly stamped.

The deputy clerk of the Crown has a very good safe which answers for all the courts except the above division court. The papers of this court are exposed to great risk by fire:—

SEAFORTH, COUNTY OF HURON,
21st October, 1872.

SIR,—Having inspected the following division court offices in the County of Huron, I beg to report on them as follows. Second division court, office at Harparhey, one mile and a quarter from Seaforth, the clerk's name is Ludwig Meyer, address Seaforth.

The books and papers belonging to this office were destroyed by fire in December, 1867, at Seaforth.

On examining the documents and papers of the court since December, 1867, I find that the proper stamps have been affixed and duly cancelled, except in a few cases where the clerk has erred in judgment, and in one of these cases he has been affixing stamps where the law does not require it, namely for an undefended hearing fee when judgment is signed by the clerk, on default of an appearance on a special summons.

I have explained to the clerk all the points on which he seems to have erred, so that he will be able to apply the stamps correctly in future.

His books are not according to the forms of 1869; and I have requested him to procure new ones of the proper form, to be used in the future, which he consents to do.

One of this clerk's sureties died two years since, and as he has not renewed them, I requested him to give new sureties,

He has a fire proof safe in his office.

THIRD DIVISION COURT: OFFICE AT CLINTON.

Clerk W. W. Farran,

This clerk has been in office since the first of December, 1864.

An examination of the books and papers of this office shows that the proper stamps have been affixed and duly cancelled, except in some instances; and then they appear to have been omitted from a want of knowledge of the proper practice; those omissions, however, are of so much inportance that I deem it necessary to mention them here.

In every case where the clerk has signed a judgment in default of an appearance on a special summons, no fee has been charged for the judgment, the entering and issuing fee only having been charged.

No fees have been charged for issuing alias or pluries summonses from December in 1864 to 1871

No fees have been charged for adjournments.

I have explained to Mr. Farran, how the stamps should be used in all cases where he has been in error.

His books, with the exception of a cash book, are in proper form and appear to be neatly and correctly kept. He promises to procure a cash book according to the forms of 1869; his sureties I consider good. He has a fire proof safe in his office.

FOURTH DIVISION COURT, OFFICE AT AINLYEVILLE, DINGLE POST OFFICE.

I visited this office on the 21st instant. but finding the clerk, Benjamin Fralick, from home, and not expected to return till the evening of the next day, I left the inspection of the office for another time, when the clerk will be at home.

FIFTH DIVISION COURT, OFFICE AT THE CLERK'S HOUSE, FOUR MILES SOUTH OF EXETER.

Clerk—Thomas Trivitt, Exeter Post Office.—An examination of the documents and papers of this court shows that since 1869 the proper stamps have been duly affixed and cancelled, except in some cases where an error in judgment has led Mr. Trivitt astray.

Those papers, ranging from 1864 to 1869, have not been stamped with that care and correctness they should have been. I have therefore deemed it necessary to examine each paper for the last named years, and to take an account of the stamps omitted in each year. which are as follows:—

In	1864	the omissions	amounted to	$14 90
"	1865	"	"	19 00
"	1866	"	"	6 10
"	1867	"	"	80
"	1868	"	"	3 40
"	1869	"	"	60
Making a total of..........................				$44 80

And these amounts have been charged to the suitors in the several causes, where the stamps should have been affixed.

Mr Trivitt expresses himself very sorry for the omissions that have been made, and is prepared to pay the amount with interest.

I cannot think. judging from what I see and hear of Mr. Trivitt, that these stamps were kept off the papers for the sake of the small sums involved. but it does appear that great carelessness has prevailed, in some instances, even the entrance and issuing fee having been omitted; and this is the more astonishing, as since 1869 his papers are very neat and correctly stamped. always excepting where an error of judgment may have led him astray.

In justice to Mr. Trivett. I will say that he explains the fact of the suitors being charged with these fees in this way. He has been in the habit of entering the charges in the several suits in the procedure book, from a table of fees prepared by himself. in which the total amounts are given for each suit. and that he made the entries in the procedure book without referring to the papers in the cause.

His sureties are good, and he has a fire-proof safe in his office.

SIXTH DIVISION COURT: OFFICE, DUNGANNON.

Clerk—John Cook.—The procedure book and debt attachment book are kept according to the forms of 1869.

The clerk is to provide a new cash-book to be kept in future; and one of his sureties having left this country to reside abroad, he is to give new sureties.

Mr. Cook seems to have affixed and cancelled stamps in every case correctly, according to his judgment; he has, however, been making mistakes, in some instances using stamps when not required, and in others not using them when they were required.

He has been in the habit of charging an undefended hearing fee, when a confession of debt had been given, and has not charged for judgments entered by the clerk in default of appearance on a special summons, until 1872, since which time, he has charged for an undefended hearing and a judgment

I have explained to him where he was in error, so that he will be able to follow a correct course in the future.

I think Mr. Cook has been doing his business to the best of his judgment and ability. and is very anxious to be correct in the use of his stamps.

SEVENTH DIVISION COURT: OFFICE, BAYFIELD.

Clerk—William Wellington Connor.—The present clerk, Mr. Connor, has been in office since June, 1871, and his documents and papers are correctly stamped, and the stamps properly cancelled, except where he has erred in his judgment

His procedure book and debt attachment book are kept according to the forms of 1869.

He is to procure a new cash book.

An examination of the documents and papers of the late clerk, D. H. Ritchie (Bayfield P. O.), who filled the office till June, 1871, discloses the fact that very great carelessness and neglect, as to the application of stamps, must have prevailed with him; and accordingly I find omissions as follows:—

In 1864	the omissions	amount to	$18 80
“ 1865	“	“	14 60
“ 1856	“	“	1 80
“ 1867	“	“	4 20
“ 1868	“	“	2 20
“ 1869	“	“	4 00
“ 1870	“	“	2 40
“ 1871	“	“	80
Making a total of......................			$48 80

All these sums have been charged to the suitors in the several causes in which the omissions occur.

I also find he used F. F. stamps in January, 1870, to the amount of one dollar and ninety cents, where Canada law stamps to the same amount should have been used.

And in all cases where judgment was signed by the clerk in default of an appearance on a special summons, no fee has been charged for a judgment; this appears to have arisen from a mistaken judgment.

Mr. Ritchie is a man of ample means, and although I did not make his acquaintance, I have reason to believe he is very willing to pay the amount in default with interest.

There is no fire-proof safe in this office.

I have the honour to be,
Sir,
Your obedient servant,
J. DICKEY.

The Honourable Adam Crooks,
Attorney-General.

COPY of so much of a Report of M. B. Jackson, Esquire, clerk of the Crown and Pleas, (Common Pleas), dated October 23rd, 1872, on the offices of the various Courts in the Town of Owen Sound, as relates to the First Division Court of the County of Grey.

Mr. Thomas Gordon is the present clerk of the Division Court of Owen Sound; he is the same party who is above referred to as the substitute for Mr. Inglis; he has been clerk since 1870. Previously to 1870, a Mr. Wilkes was clerk; during Mr. Wilkes' clerkship sometimes the papers would be quite regularly stamped and obliterated; at other times there would be some omissions, and many of the stamps not obliterated. For instance, in all the cases I examined in 1866, the stamps affixed subsequently to the issuing of the writ of summonses were unobliterated, in other instances the proceedings would be very irregularly stamped, many stamps being omitted. Since Mr. Gordon has been clerk, the proceedings have been rather over than under stamped, and have, except in one instance, as far as I examined them been properly obliterated. He keeps a procedure book, but does not keep a cash book though required to do so by the rules, and he cannot say what suitors' money has been paid into him, or what he has paid out without going through his proceedings book, and making it up, and he does not keep a debt attachment book. He has no vault and the papers are exposed to accidents by fire.

His sureties are S. A. Jones of Derby, farmer and miller, and John Mills, of Owen Sound, chief constable. On enquiry I found that the sureties were considered quite ample.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 5th November, 1872.

SIR,—With reference to your report of the 21st October last, upon the Division Courts of the County of Huron, I am directed to instruct you to receive from Thomas Trevitt, clerk of the 5th division court of that county, the sum of forty-four dollars and eighty cents, that being the value indicated by you of stamps omitted to be affixed by him to certain documents and papers in that court, from the year 1864 to 1869 inclusive.

I am further directed to desire you to make application to Mr. D. H. Ritchie, late clerk of the 7th division court, for payment of forty-eight dollars and eighty cents, that being the amount of similar omissions in his office from the year 1864 to 1871, both inclusive.

After full consideration of the facts elicited by you in your investigation of the causes of the omissions in question, the Provincial Secretary is of opinion that they occurred either through errors of judgment or negligence, and not through any wilful dereliction of duty on the part of the clerks of these courts.

The Government has therefore decided on the action now intimated to you.

I have the honour to be,
Sir,
Your obedient servant,
J. R. ECKART,
Acting Assistant-Secretary.

J. Dickie, Esq.,
Inspector Division Courts,
Uxbridge.

TORONTO, 2nd December, 1872.

SIR,—I have the honour to report upon the Division Courts in the County of Halton as follows:

SECOND DIVISION COURT, COUNTY OF HALTON.

Clerk.—Robert Balmer, Oakville.

The procedure book appears to be correctly kept. The debt attachment book is kept, but the entries have not been made regularly. This deficiency is to be made up by making the entries omitted in the past, and by entering each case in the future. A cash-book has been kept since the first of the present year.

Mr. Balmer has been in the habit of charging for an undefended hearing, when a confession of judgment was given; also has charged for an undefended hearing when a judgment was entered by the clerk in default of an appearance being entered to a special summons.

I have corrected these errors by explaining to Mr. Balmer how he should stamp in such cases.

It appears also that he did not stamp *alias* or *pluries* summonses until about one year ago since which time they have been properly stamped.

Except in the above cases, the papers and documents in this court appear to be correctly stamped and the stamps duly cancelled.

The bailiff, J. C. Fraser is reported to be an efficient officer, but he has not made the returns required by law to be made to the judge. These are to be made in the future.

Mr. Balmer has a fire-proof safe in his office, but not for division court papers.

THIRD DIVISION COURT, COUNTY OF HALTON

Clerk.—Robert Young, Georgetown.

Bailiff.—James C. Fraser, Milton.

The procedure book is kept according to the proper form, but no cash-book, and no debt attachment book has been kept; these are to be kept in the future, commencing with the first of January, 1873.

An examination of the papers and documents in this office shows that they have been properly stamped, and the stamps duly cancelled, except in a few cases where Mr. Young has erred in judgment.

The bailiff's returns have not been made regularly, but are to be made in the future.

I consider Mr. Young's sureties sufficient.

Mr. Young has a fire-proof safe in the office, but not for division court purposes.

FOURTH DIVISION COURT, COUNTY OF HALTON.

Clerk.—James Matthews, Acton.

The procedure book appears to be neatly and correctly kept, but neither cash-book or debt attachment book have been kept.

Mr. Matthews is to open a new set of books of the proper form.

An examination of the papers and documents in this office shows that they have been stamped according to law and the stamps duly cancelled, except in a few instances where I notice they are not properly cancelled, being simply crossed with a pen, and also where errors of judgment have led Mr. Matthews astray.

In every case where he has been in error, I have explained to him the proper practice so that he will be able to pursue a proper course in the future.

There is no fire-proof safe in this office.

I believe the clerk's sureties to be sufficient.

The bailiff, Ransom Adams, Acton, has not been making the returns to the judge as required by law. He is to make his returns in the future.

FIFTH DIVISION COURT, COUNTY OF HALTON.

Clerk.—Samuel R. Lister, Nassagaweya.

The procedure book in this office is not according to the form No. 4 of the rules and forms of July, 1869. Neither debt attachment book or cash-book have been kept in this office, and under these circumstances I have requested Mr. Lister to open a new set of books which he has promised to do.

The papers and documents appear to be properly stamped, in some instances, however, they are not properly cancelled; the date is omitted from many of them, and the initials of the clerk only are used. With this and a few other errors, which are evidently errors of judgment excepted, they appear correctly stamped and the stamps duly cancelled.

In this court, and in fact in all the courts in this county examined by me, I find the extraordinary course of affixing the stamps to the procedure book has been adopted, as I am informed by the late Judge Davis, but was abandoned by some of the clerks after the first year, and by Mr. Lister in 1869.

The bailiff, Donald McNairn, Acton, P.O., has not made the returns to the judge as required by law, but he is to do so in the future.

Mr. Lister is to renew his sureties, which, from his own showing, is desirable.

There is no fire-proof safe in his office.

SIXTH DIVISION COURT, COUNTY OF HALTON.

Clerk.—Robert Miller, Nelson, P. O.

This clerk has been in office since the first of January, 1868, and has not yet given sureties as required by law. He promises to do so at once.

The procedure book is kept correctly. No cash book has been kept for this year, and for only part of the year 1871. The debt attachment book has not been kept, and Mr. Miller promises to open a new set of books at once.

After a partial examination of the papers and documents in this office, Mr. Miller expressed a desire to have the examination adjourned to another day, as he desired to take his family out of the neighbourhood for a time, the smallpox having broken out in the next house to him, and the lady of the house died of the disease that morning: under these circumstances I adjourned the further inspection of his office to a day to be appointed by me, when he will meet me with the papers at a convenient point on the railway when I am passing to or from the western counties. This arrangement will prevent additional travelling expenses, and will enable me to complete the inspection at an early date.

I have the honour to be,
Sir,
Your obedient servant,
J. DICKEY.

To the Hon. T. B. Pardee,
Provincial Secretary.

TORONTO, 3rd December, 1872.

SIR,—I have the honour to report upon the division courts in the County of Peel, as follows:—

SECOND DIVISION COURT, COUNTY OF PEEL.

Clerk.—Adam Simpson, Streetsville.

The books, procedure book, cash book and debt attachment book are all kept according to the forms of July, 1869.

An examination of the papers and documents discloses the fact that Mr. Simpson has made many errors in his charges of fees: many of his charges have been in excess of what the law requires, and in every, or nearly every case, where stamps have been affixed in excess of the lawful charges, the suitors have been charged with the excess.

These mistakes, no doubt, have arisen from not consulting the table of fees and depending too much to memory.

Mr. Simpson has not been stamping for *alias* or *pluries* summonses, or adjournments.

He has been very careless about cancelling the stamps after they have been affixed, in some instances not obliterating them at all.

I have taken an account of the years 1864 to 1872, inclusive, of all omissions of stamps that should have been affixed and cancelled, according to the way Mr. Simpson understood the law to apply *and that have been charged to the suitors,* and find

Omissions in 1864, amounting to $ 1.80
" " 1865, " " 15.10
" " 1866, " " 25.00
" " 1867, " " 2.10
" " 1868, " " 7.90
" " 1869, " " 1.40

Omissions in 1870.	amounting to	$	6.70
" " 1871.	"	"	2.10
" " 1872.	"	"	80
making a total sum of..........			62.90

I have pointed out to Mr. Simpson where he is in error, and called his attention to the rules, &c., bearing on the cases in point.

I cannot think that he intended fraud, but believe that the omissions above have arisen from a careless habit of doing business, and think he would very willingly make good the deficiency to the revenue if allowed so to do.

Mr. Simpson's sureties, I believe, are quite good.

THIRD DIVISION COURT, COUNTY OF PEEL.

Clerk.—John Harris, Charleston, Caledon, P.O.

The books in this office appear to be correctly kept with the exception of the cash book which is to be changed for one according to the forms of July, 1869.

The papers and documents are correctly stamped and the stamps duly cancelled, as Mr. Harris understood the law, and as instructed by his judge.

By orders of Judge Scott, he has been charging an undefended hearing fee when judgment was entered by the clerk, when no appearance was entered to special summons.

By the same orders, he has also charged an undefended hearing fee when the defendant gave a confession of judgment.

I have pointed out to Mr. Harris where he was in error in his practice.

His sureties are good, and the duties of his office appear to be well performed.

FOURTH DIVISION COURT, COUNTY OF PEEL.

Clerk.—Lambert Robert Bolton, Bolton.

The procedure book and debt attachment book are correctly kept.

The cash book is to be changed for one according to the forms of July, 1869.

With the exception of omissions in 1867, amounting to two dollars and eighty cents, the papers and documents of the court, since Mr. Bolton came into office in April, 1868, appear to be correctly stamped and the stamps duly cancelled, always excepting a few cases where his judgment has led him into error.

By order of His Honour, Judge Scott, he has been stamping for an undefended hearing fee, when judgment is entered by the clerk in default of an appearance being entered to special summons.

Also for an undefended hearing when defendant gave a confession of judgment.

He has not stamped for an order fee for orders of adjournment.

I have explained to Mr. Bolton the proper practice in every case in which he has been in error.

In suits Nos. 121 and 122, for A. D. 1872, Mr Bolton issued summonses and had them duly sworn in the County of Huron, without having stamped them, and not until the cases came up for trial did he discover this omission, neither party to the suits moving to have the papers stamped, further proceedings were abandoned.

Mr. Henry Pettigrew held the office up to April, 1868, and an examination of his papers and documents discloses omissions as follows:—

Omissions in 1866	$1.20
" " 1867	8·20
" " 1868	6·50
Making a Total of	$15·90

I understand that Mr. Pettigrew is now residing in Tosorontio, County Simcoe.

I have the honour to be,
Sir,
Your obedient servant,
J. DICKEY.

To the Honourable T. B. Pardee,
Provincial Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 11th December, 1872.

SIR,—With reference to your report of the 3rd instant upon the division courts of the County of Peel, I am instructed to direct you to receive from Adam Simpson, Clerk of the Second Division Court of the County of Peel, the sum of sixty-two dollars and ninety cents, that being the value indicated by you of stamps omitted to be affixed by him to certain documents and papers in that court from the year 1864 to 1872 inclusive.

This course has been decided on, as it appears that the omissions in question have arisen from carelessness or error of judgment, and not through any intention to defraud.

I am also directed to enquire what action you have taken with reference to the communication addressed to you from this Department under date 5th ultimo.

I have the honour to be,
Sir,
Your obedient servant,
I. R. ECKART,
Acting Assistant Secretary.

Joseph Dickey, Esq.,
Inspector of Division Courts, Toronto.

COPY of so much of a report of M. B. Jackson, Esquire, Clerk of the Crown and Pleas (Common Pleas), dated Toronto, December 14th, 1872 on the Public Offices of the County of Simcoe as relates to the First Division Court of said County.

Mr. Thomas D. Loyd is clerk of first division court for the County of Simcoe—charges hearing fee on judgment on special summons—instructed him not to do so; charges hearing fee on an adjourned motion the same as if the case had been disposed of. This charge he makes under Rule 139—instructed him not to do so as the rule was *ultra vires*; also instructed him to charge a judgment summons as an order *nisi*, and the order made on it as an order.

The procedure book and index thereto seem well and satisfactorily kept.

He keeps a book as to suitor's money received and paid. The mode of keeping is rather peculiar and not easy to be quite understood on a cursory examination, but I think he understands it himself, and he makes half-yearly statements, showing how it stands as to debtor and creditor, and I have no reason to doubt its correctness.

The bonds given by Mr. Loyd are himself in $3,200, Frederick Loyd in $1,600, and Joseph Lock in $1,600. I understand the sureties to be good and that Mr. Loyd himself is quite well off.

Mr. Loyd has no safe.

TORONTO, 2nd January, 1873.

SIR,—With reference to your letter No. 1374, of the 5th November last, I have the honour to inform you that I have collected the several sums therein named from the parties indicated; and have enclosed the same, amounting to ninety-three dollars and sixty cents to the Honourable the Provincial Treasurer in a letter of this date.

I beg to acknowledge the receipt of your letter No. 1500, of 11th December, ultimo, and would say that I have written to Mr. Simpson, asking him to remit to me the sum of sixty-two dollars and ninety cents as required.

I have the honour to be,
Sir,
Your obedient servant,
JOSEPH DICKEY.
Inspector of Division Courts.

To the Honourable T. B. Pardee,
Provincial Secretary.

TORONTO, 8th January, 1873.

SIR,—I have the honour to inform you that I have this day received from Mr. Adam Simpson, clerk of the second division court of the County of Peel, the sum of sixty-two dollars and ninety cents in accordance with the instructions contained in your letter, No. 1500 of the 11th December, ultimo, and have enclosed the same in a letter of this date to the Honourable the Provincial Treasurer.

I have the honour to be, Sir.
Your obedient servant,
JOSEPH DICKEY,
Inspector of Division Courts.

To the Honourable T. B. Pardee,
Provincial Secretary.

TORONTO, 27th January, 1873

SIR,—I have the honour to report upon the division courts in the County of Kent, as follows:

DIVISION COURT, NUMBER TWO

Clerk.—John Duck, Morpeth.

The procedure book is not kept according to the form No. 4 of July, 1869, neither is the cash book kept according to the form No. 5, and both of these books are to be superseded by the proper forms; the debt attachment book is correctly kept.

Mr. Duck has been charging an undefended hearing fee when confession of judgment was given by the defendant, also an undefended hearing fee when judgment was entered by the clerk on a special summons, and has omitted to affix stamps to *alias* or *pluries* or renewal summonses, nor has he affixed stamps for orders to adjourn.

When Mr. Duck considered the law required stamps they have been affixed and duly cancelled.

I have explained to him the proper practice in every case where I have discovered him to be in error.

The bailiffs' returns as to what shall have been done under warrants, precepts and writs of execution, have not been made.

I consider Mr. Duck's sureties and those of his bailiff William Tutzel sufficient.

DIVISION COURT, NUMBER THREE.

Clerk.—David Wallace, Dawn Mills.

The procedure book is not kept according to the form No. 4 of July, 1869, neither is there cash book or debt attachment book kept. Mr. Wallace promises to procure the necessary books, and to keep them as required by-law.

An examination of the papers and documents in this office shews that Mr. Wallace has omitted to affix stamps in the years, 1864, 1865, and 1866 to the value of... $19 90

and in 1867	14 90
" 1868	22 30
" 1869	6 60
" 1870	10 60
" 1871	19 90
" 1872	7 90
Making a total sum of	$102 10

which sum has been charged to suitors.

These figures are as nearly correct as I can ascertain, for the papers have been so badly kept that it is impossible to find them all.

The practice pursued by Mr. Wallace seems to have been to charge the suitors with the amount of fees whether the stamps were affixed to the papers or not, and a disregard for the proper charges characterizes his course throughout, the fees charged to suitors being often in excess of those laid down in the table of fees. Carelessness, and want of knowledge of the proper practice is so apparent that I am obliged to say the duties of the office are not efficiently performed. Mr. Wallace is a very old man, and appears to me to have passed that time of life when efficiency in the discharge of the duties of a clerk could reasonably be expected from him.

For years prior to 1869 a cancelled stamp for the hearing or order fees is the exception, and up to the last of 1872 many stamps are uncancelled.

In this county the judge certifies his judgment on the judge's list, and not on the original summons, and up to 1869 the stamps for the hearing and order fees have been affixed to the judge's list.

The bailiff's returns as to what shall have been done under warrants, precepts and writs of execution have not been made

The clerk's half-yearly returns have not been made. I believe that Mr. Wallace's sureties and those of his bailiff, James Stevenson are sufficient.

There is no fire-proof safe in this office. Mr. Wallace expresses his willingness to pay the amount of omissions as above.

DIVISION COURT, NUMBER FOUR.

Clerk—George Young, Chatham P. O.

The procedure book is kept in a manner substantially correct; the cash book is not according to the forms of July, 1869, and no debt attachment book has been kept.

An examination of the papers and documents of this office shews that Mr. Young has not affixed stamps to *alias*, *pluries*, and renewal summonses, or charged for orders of adjournment; and also that he has omitted to affix stamps to papers in the years and to the amounts following:

In the year 1865	$8 60
" " 1866	4 90
" " 1867	3 80
" " 1868	2 30
" " 1870	2 30
" " 1871	4 20
Making total of omissions amounting to	$26 10

I cannot tell whether this sum has been collected by the clerk, as his book do not show the fact.

I have explained to Mr. Young the proper practice in every instance where I have discovered him to be in error, and he expresses a willingness to act up to those instructions, but complains about the examination going back so far, and declares his intention not to pay any of the above sums.

The papers for 1868 could not be found, and Mr. Young says that the rats and mice destroyed them, along with some for 1860, and other papers of his that he had put away in a box.

I believe Mr. Young's sureties are sufficient.

There is no fire-proof safe in this office.

The returns to be made by bailiffs, as to what shall have been done under warrants, precepts and writ of execution, have not been made.

The return to be made by clerks half-yearly has not been made.

DIVISION COURT, NUMBER FIVE.

Clerk—John Tillie, Wallaceburgh.

The procedure book is neatly and correctly kept; the cash book is not according to form 5th of July, 1869, and no debt attachment book has been kept. Mr. Tillie is to provide the necessary cash and debt attachment books.

An examination of the papers and documents in this office shows that, except where Mr. Tillie has erred in judgment, they have been correctly stamped and the stamps duly cancelled.

The bailiffs' returns as to what shall have been done under warrants, precepts and writs of execution have not been made.

The clerk's half-yearly returns have not been made.

One of Mr. Tillie's sureties having died lately, he is to find new sureties.

There is no fire-proof safe in this office.

DIVISION COURT, NUMBER SIX.

Clerk—Captain J. Taylor, Bothwell.

The books required by law are neatly and correctly kept, and an examination of the papers and documents shows that, with the exception of errors of judgment, they have been stamped according to law, and the stamps duly cancelled.

Good order and business habits are apparent in the working of this office.

The returns to be made by bailiffs, as to what shall have been done under warrants, precepts and writs of execution have not been made.

The clerk's half-yearly returns, required by rule 83, have not been made.

I consider Captain Taylor's sureties sufficient.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH DICKEY.
Inspector of Division Courts.

The Honourable T. B. Pardee,
Provincial Secretary, &c.

TORONTO, 27th January, 1873.

SIR,—I have the honour to report upon the Division Courts in the County of Essex, as follows :—

DIVISION COURT, NUMBER TWO.

Clerk.—Alanson Botsford, Amherstburg.

The procedure book is kept according to the forms of July, 1869.

Neither cash book nor debt attachment book have been kept in this office, but are to be opened at once.

An examination of the papers and documents shows that they have been stamped according to the law, and the stamps duly cancelled, except in the year 1869, when I find a few papers stamped with the red law stamp of 1870. There are only a few of these, and Mr. Botsford explains that he was slightly behind with his stamps at the close of 1869, and made up the deficiency by affixing the law stamps of 1870.

With that exception, and a few instances where Mr. Botsford's judgment had led him into error, his application of the stamps seems to have been correct, and where he was in error I have explained what his practice should be.

The returns to be made by the clerk half-yearly have not been made.

Returns to be made by the bailiffs at every court have not been made.

I believe Mr. Botsford's sureties, and also those of his bailiff, Hardy Paxton Brush, to be sufficient.

There is no fire-proof safe in this office.

Mr. Botsford has not yet (December 11th, 1872) received the stamp canceller for his office.

DIVISION COURT NUMBER THREE.

Clerk.—James King, Kingsville.

The procedure book, cash book, and debt attachment book are all kept properly, with the exception of the cash book, which is to be changed for the form No. 5, of July, 1869.

An examination of the papers and documents in this office shows some trifling mistakes in affixing the stamps, and, in some instances, they have not been cancelled according to law.

Mr. King has been charging an undefended hearing fee in every case, where he entered judgment in default of an appearance being entered by the defendant, on a special summons.

The clerk's half-yearly returns have not been made.

The bailiff's returns, as to what shall have been done under every warrant, precept, and writ of execution, have not been made.

I believe Mr. King's sureties are sufficient, but those of bailiff, George Malott, are not, one of them being insolvent. The bailiff is to give new sureties.

This court requires a new seal, the one now in use was made for the united counties and is worn out.

There is a fire-proof safe in this office.

DIVISION COURT NUMBER FOUR.

Clerk.—N. H. R. Smith, Colchester, P. O.

The procedure book and cash book are correctly kept, but no debt attachment book has been kept.

Mr. Smith has held the office from 1872 only, and an examination of his papers and documents shows that they have been correctly stamped and the stamps duly cancelled, except where led into error, by following the practice of his predecessor, James Bell.

Mr. Bell's papers and documents appear to be correctly stamped and the stamps duly cancelled, always excepting where he has erred in judgment.

The bailiff's returns, required by rule 93, have not been made.

I have explained to Mr. Smith the proper practice where he was in error, so that he may be right in the future.

I consider Mr. Smith's sureties sufficient.

There is no fire-proof safe in the office.

DIVISION COURT, NUMBER FIVE.

Clerk—Jonathan Wingfield, Leamington.

The procedure book is properly kept, the new form of cash book is to be adopted, and a debt attachment book, which has not yet been kept, is to be used in future.

Except some cases where Mr. Wingfield has erred in his judgment, his papers and documents appear to have been correctly stamped, and the stamps duly cancelled.

His greatest error would appear to be omitting to stamp *alias*, *pluries*, or renewal summonses; he has also erred in the mode of stamping special summonses.

I have explained to Mr. Wingfield where he was in error, so that mistakes need not occur again.

The bailiff's returns, as to what shall have been done under warrants, precepts and writs of execution, have not been made.

I consider Mr. Wingfield's sureties sufficient. There is no fire-proof safe in this office.

DIVISION COURT, NUMBER SIX.

Clerk—James Graham, Woodslee P. O.

The procedure book appears to be substantially correct; but neither cash book or debt attachment book have been used in this office, both of which are to be used in the future.

An examination shows that the papers and documents have been correctly stamped, and the stamps duly cancelled according to Mr. Graham's understanding of the law. He however has been in error in several cases, prominent among which was his practice, at one time, of not stamping *alias*, *pluries*, or renewal summonses, and latterly of charging an undefended hearing fee, where a judgment was entered by the clerk on a special summons.

I have explained to Mr. Graham the proper practice in every point on which I discovered him to be in error, so that he may be quite correct in the future.

The bailiff's returns required by Rule 93 have not been made in the past, but are to be made as the law requires in the future.

This office is very much in want of a seal, as the old one is quite worn out; in fact there is no seal.

I believe from what I can learn of Mr. Graham's sureties that they are substantial yeomen, and quite sufficient.

There is no fire-proof safe in this office.

DIVISION COURT, NUMBER SEVEN.

Clerk—J. L. G. Elliott, Windsor.

All the papers and documents of this office were destroyed by fire on the 9th of April, 1872: the books only being saved.

The papers, since the date of the fire above named, appear to have been stamped and the stamps duly cancelled, except in a few instances where the canceller only had been applied to the stamps.

Mr. Elliott has been charging an undefended hearing fee where judgment was entered by the clerk on special summons, in default of an appearance being entered by the defendant.

There is no fire-proof safe in this office.

I have the honour to be,
Sir,
Your obedient servant,
JOSEPH DICKEY,
Inspector of Division Courts.

The Hon. T. B. Pardee,
Provincial Secretary.

RETURN

To an Address of the Legislative Assembly, to His Excellency the Lieutenant-Governor, praying His Excellency to cause to be laid before the House, a Return of all sums paid by the Treasury Department to Railways as Bonuses within the last twelve months, specifying the Railways to which sums were paid, and the dates of such payments.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 30th January, 1873.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 30th January, 1873.

RETURN to an Address to His Excellency the Lieutenant-Governor, praying His Excellency to cause to be laid before the House, a Return of all sums paid by the Treasury Department to Railways as Bonuses within the last twelve months, specifying the Railways to which such sums were paid, and the dates of such payments.

A. CROOKS,

Treasurer.

Date of Payment.		To Whom Paid.		
1872.			$ c.	$ c.
March	25	The Toronto and Nipissing Railway Compy.	47,000 00	
October	29	" " " "	19,544 00	
"	29	" " " "	38,316 00	104,860 00
March	30	The Toronto, Grey and Bruce Railway Co...	76,500 00	
Nov.	28	" " " "	41,646 00	118,146 00
April	10	The Northern Extension Railway Company.	44,400 00	
Nov.	19	" " " "	41,040 00	85,440 00
August	7	The Wellington, Grey & Bruce Railway Co.	18,340 00	
"	22	" " " "	46,000 00	64,340 00
		Total Expenditure in 1872.........	......	$372,786 00

Certified,

W. R. Harris,

Accountant.

A. CROOKS,

Treasurer

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all Orders in Council relating to the Law and Equity Commission; also copies of all instructions to said Commission, and a memorandum of the costs and expenses attending said Commission.

By command,
T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 30th January, 1873.

LAW REFORM COMMISSION-SCHEDULE OF CORRESPONDENCE AND ORDERS IN COUNCIL.

1871.
September 19.—Order in Council.
Memorandum from J. S. Macdonald, submitting names of Commissioners.
October 11.—Letter from Provincial Secretary to Judge Wilson.
October 11— Circular to members of Commission.
October 23.—Letter from Judge Wilson to Provincial Secretary.
1872.
January 13.—Order in Council.
January 15.—Letter from Provincial Secretary to Thos. Moss, Esq.
January 15.—Letter from Judge Wilson to Provincial Secretary.
July 3.—Letter from Judge Wilson to Provincial Secretary.
July 15.—Letter from Provincial Secretary to Judge Wilson.
July 19.—Letter from Provincial Secretary to Judge Gwynne.
August 23.—Letter from Acting Assistant-Secretary to Judge Gwynne.
August 26.—Letter from Judge Gwynne to Provincial Secretary.
August 30.—Memorandum from Attorney-General to Lientenant Governor in Council.
September 3.—Order in Council.
September 5.—Letter from Acting Assistant-Secretary to Judge Gwynne.
November 26.—Letter from Acting Assistant-Secretary to Judge Gwynne.
December 5.—Letter from His Honour Judge Gwynne to the Honourable O. Mowat, Attorney-General, transmitting Secretary's account of disbursements.
Statement of Expenditure made on account of Law Reform Commission during 1872.
December 12.—Letter from W. R. Harris, accountant, to Secretary of Law Reform Commission.

Copy of a Minute of Council approved of by His Excellency the Lieutenant-Governor, the 19th September, 1871.

The Committee of Council have had under consideration the recommendation of the Honourable the Attorney-General, dated 15th September, 1871, recommending that a

Special Commission should be issued, to be styled the "Law Reform Commission," in which shall be named five competent persons to enquire into the operation and effect of the present constitution and jurisdiction of the several Courts of Law and Equity of this Province, as well local and inferior as superior courts, also of the Court of Probate, and of Surrogate Courts, and as well Courts of Appellate, as Courts of original Jurisdiction, and into the operation and effect of the present separation and division of jurisdiction among the said courts; and also into the operation and effect of the present arrangements for holding the sittings of the said courts, and of the present division of the legal year into terms and vacations, and generally into the operation and effect of the existing modes of procedure, and arrangements for transacting the business of the said courts respectively, with the view to ascertain whether any and what changes and improvements may be advantageously made so as to provide for the more speedy, economical and satisfactory despatch of the business now transacted by the said courts; and to report from time to time as they the said Commissioners, or any three of them, may think proper, and to submit the draft of a Bill or of such number of Bills, as may be considered necessary, embodying in the provisions thereof, the changes they or any three of them may recommend to be made, and the procedure they may suggest as necessary to give effect to such changes, in order that the same may be laid before the Legislature as soon as conveniently may be, for its consideration.

The Committee advise that a Commission be issued by your Excellency under the provisions of 31 Victoria, cap. 6, in accordance with the said recommendation.

Certified.

(Signed,) J. G. Scott,
Clerk Executive Council.

The undersigned respectfully recommends that the following named persons be appointed the Commissioners to be named in the Commission to be styled the Law Reform Commission, authorized by Order in Council of this day's date, viz:—The Hon. Adam Wilson, one of the Puisne Judges of the Court of Queen's Bench; The Hon. John Wellington Gwynne, one of the Puisne Judges of the Court of Common Pleas; The Hon. Samuel Henry Strong, one of the Vice-Chancellors of the Court of Chancery; His Honor James Robert Gowan, Judge of the County Court of the County of Simcoe; and Christopher S. Patterson, Esq., of Osgoode Hall, Barrister-at-law.

(Signed,) J. S. Macdonald.

Provincial Secretary's Office,
Toronto, 11th October, 1871.

Sir,—I am commanded by His Excellency the Lieutenant-Governor to inform you that he has appointed you to serve upon a Law Reform Commission the object of which is fully set forth in the accompanying Letters Patent. It is His Excellency's wish that you act as Chairman of the Commission, the members of which are yourself and the Hon John W. Gwynne, Puisne Judge Common Pleas, the Hon. Samuel Henry Strong, Vice-Chancellor. His Honour Robert Gowan, Judge County Court of Simcoe, and C. S. Patterson, Esq., of Osgoode Hall, Barrister.

You will have the goodness to notify these gentlemen with whom you are associated of the day you may select as most convenient for the first meeting of the Members of the Commission.

I have the honour to be, Sir,
Your obedient servant,
(Signed) Stephen Richards,
Provincial Secretary.

The Honourable
Mr. Justice Wilson,
Toronto.

PROVINCIAL SECRETARY'S OFFICE.
October 11th, 1871.

SIR,—I am commanded by His Excellency the Lieutenant-Governor to inform you that he has appointed you upon a Law Reform Commission, the object of which is fully set forth in the Letters Patent this day sent to the Honourable Mr. Justice Wilson, and it is His Excellency's wish that that gentleman be chosen chairman of the commission. He has been asked to convene the members of it, and will duly notify you of the day that may be fixed for their first meeting.

The commission consists of the Honourable Adam Wilson, one of the Puisne Judges of the Court of Queen's Bench, the Hon. John Wellington Gwynne, one of the Puisne Judges of the Court of Common Pleas, the Hon. Samuel Henry Strong, one of the Vice-Chancellors of the Court of Chancery, His Hon. James Robert Gowan, Judge of the County Court of the County of Simcoe, and Christopher S. Patterson, Esquire, of Osgoode Hall, Barrister-at-Law

I have, &c.,
S. RICHARDS,
Secretary.

[Circular to the gentlemen
above named.]

TORONTO, 23rd October, 1871.

SIR,—I have the honour to acknowledge the receipt of your communication of the 11th instant, accompanying the Law Reform Commission.

I have written to my colleagues to ascertain from them what time they will have at their command, so that I may fix the day for our first meeting, which will be at an early day.

I have the honour, to be, Sir,
Your obedient servant,
ADAM WILSON.
Chairman Law Reform Commission.

To the Honourable Stephen Richards,
Provincial Secretary.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the thirteenth day of January, A. D., 1872.

The Committee of Council have had under consideration the memorandum of the Honourable, the Attorney-General, recommending that an additional member be added to the "Law Reform Commission" constituted by the Order in Council of the nineteenth day of September, 1871, and that Thomas Moss, of Osgoode Hall, Esquire, Barrister-at-law, should be appointed such additional commissioner.

The Committee concur in the said recommendation and advise that the same be acted upon.

Certified,
(Signed) J. G. SCOTT,
Clerk of Executive Council, Ontario.

10th January, 1873.

PROVINCIAL SECRETARY'S OFFICE
TORONTO, Jan. 15th, 1872.

SIR,—I am commanded by His Excellency the Lieutenant-Governor to inform you that he has been pleased to appoint you to serve on the Law Reform Commission in addition to those gentlemen already acting in that capacity.

I have to request you to place yourself in immediate communication with Mr. Justice Wilson, the chairman of the Commission, to whom an intimation of your appointment has been sent.

A supplementary commission will issue forthwith of which also a copy will be sent to Mr. Wilson.

I have the honour to be,
Sir,
Your obedient servant,
PETER GOW.

Thos. Moss, Esq.,
Barrister-at-law.

OSGOODE HALL,
January 15th, 1872.

SIR.—I have the honour to inform you that the Law Reform Commissioners appointed on the 21st of November last, Frank C. Draper Esquire, barrister-at-law, to be Secretary of the Commissioners.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) ADAM WILSON.
Chairman of the Law Ref. Com.

To the Honourable
The Provincial Secretary.

TORONTO, 3rd July, 1872.

SIR.—I have the honour to tender to His Excellency the Lieutenant-Governor my appointment as a member of the Law Reform Commission.

On accepting the nomination, I felt it but too certain that the only time which I (or the other members of the Commission) could give to the work with the necessary application, would be during the summer vacation, and I was looking forward to that season with hope and pleasure to set about the labour.

On finishing my Spring Circuit I felt more reduced in health than I had been at any former period; for from the end of the previous vacation till the close of the last Circuit, I have not had one day's rest—and I was advised to give up the Commission.

I was unwilling to do so; but I was obliged to concur at length in that advice. If I do not now take the benefit of the vacation, I fear I shall not be able to get through with the duties of the coming year. At a meeting of the Commissioners yesterday, I communicated to them my intention to resign, and the necessity there was for it; and although I had informed each one of my design before our meeting, I thought it would be better not to send in my resignation until I had laid it before my colleagues at a formal meeting.

I have the honour to be, Sir,
Your obedient servant,
ADAM WILSON.

To the Honourable
The Provincial Secretary,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, July 15th, 1872.

SIR,—I am commanded by His Excellency the Lieutenant-Governor to inform you that he has been pleased to appoint Mr. Thomas Moss to serve on the Law Reform Commission in addition to those gentlemen already appointed.

This intimation is sent to you as being the Chairman of the Commission, and a copy of the supplementary commission issued to Mr. Moss will be sent to you forthwith.

I have the honour to be, Sir,
Your obedient servant,
(Signed) PETER GOW.

The Honourable
Mr. Justice Wilson,
Osgoode Hall.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 19th July, 1872.

SIR,—I am commanded by His Excellency the Lieutenant-Governor, to inform you that he has been pleased to accept the resignation of the Honourable Mr. Justice Wilson, as Chairman of the Law Reform Commission, and, at the same time to intimate His Excellency's wish that you, as senior remaining member of the Commission, be chosen as Chairman in his stead.

I am also commanded to express His Excellency's deep regret that the state of Mr. Justice Wilson's health should have compelled him to withdraw from the Commission.

His Excellency, however, indulges in the hope that his indisposition may be but temporary, and that he may be shortly restored to full health and strength You will be good enough to intimate the foregoing to the gentlemen with whom you are associated.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Provincial Secretary.

The Honourable Mr. Justice Gywnne,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 23rd August, 1872.

SIR,—I am directed to request you to be good enough to submit for the information of the Government the present position reached by the "Law Reform Commissioners," and to enquire whether they will have in readiness any, and if so, what report, by the first day of November next, in time for its consideration by the Government before the next Session of the Provincial Legislature.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting Assistant-Secretary.

The Honourable Mr. Justice Gwynne,
Toronto.

TORONTO, 26th August, 1872.

SIR,—In reply to your communication of the 23rd instant, I have the honour to say, that having regard to the magnitude of the subject submitted to the Law Reform Commission for its consideration, and to detached intervals which the members of the Commission, consistently with the discharge of their ordinary duties, have been able to devote to the subject, I think I can, with propriety, say that satisfactory progress has been made. In so far as the labours of the Commission can be expressed on paper, they have taken the shape of about sixteen galleys of printed matter prepared in the form of a Bill, not, it is true, completed, but in an advanced state, which is under the consideration of the Commission. In consequence of the engagements of the members of the Commission during the approaching circuit and in court, it has been deemed necessary to adjourn until the 6th day of November next; but each member of the Commission will in the interval devote all the time at his command to the consideration, amendment and alterations of the provisions of the printed matter which has been prepared. Although I am therefore obliged to say that the Commission will not be prepared with a report by the first day of November, still I entertain a sanguine expectation that a Report will be prepared shortly after their next meeting; but, what the purport of that report may be, I am not at present in a position to speak for the Commission. I can only express my own conviction that the labours of the Commission will result in the adoption of a draft bill embodying suggestions which the grave importance of the subject demands that they should receive the fullest consideration and deliberation before they shall be reported, and recommended to the adoption of the Government and Legislature.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOHN W. GWYNNE,
Chairman Law Reform Commission.

The Honourable Peter Gow,
Provincial Secretary.

The undersigned respectfully begs to submit the following memorandum on the subject of the "Law Reform Commission." This Commission was appointed under an Order in Council, dated 19th September, 1871, and its declared object was to enquire into the operation and effect of the present constitution and jurisdiction of the several courts of law and equity of this Province, as well the local and inferior as the superior courts, also of the court of probate and surrogate courts, and as well court of appellate as court of original jurisdiction, and into the operation and effect of the present separation and division of jurisdictions among the said courts, and also into the operation and effect of the present arrangements for holding the sittings of the said courts and of the present division of the legal year into terms and vacations, and generally into the operation and effect of the existing modes of procedure and arrangement for transacting the business of the said courts respectively, with the view to ascertain whether any and what changes and improvements may be advantageously made, so as to provide for the more speedy, economical and satisfactory despatch of the business transacted by the said courts, and to report, from time to time, as they, the said commissioners, or any three of them, might think proper, and to submit the draft of a Bill, or of such number of Bills as might be considered necessary to embody in the provisions thereof, the changes they, or any three of them, might recommend to be made, and the procedure they might suggest as necessary to give effect to such changes, in order that the same may be laid before the Legislature, as soon as conveniently might be, for its consideration.

The following five were named commissioners:—

The Honourable Adam Wilson, Puisne Judge, Queen's Bench.
The Honourable J. W. Gwynne, Puisne Judge, Court of Common Pleas.
The Honourable S. H. Strong, Vice-Chancellor, Court of Chancery.
J. R. Gowan, Esq., Judge, County Court, Simcoe; and
C. S. Patterson, Esq., Barrister-at-law.

Thos. Moss, Esq., Q.C., was added to this commission on the 15th day of January, 1872.

On the 3rd July, 1872, Mr. Justice Wilson, the Chairman of the Commisssion sent his resignation to his Excellency, mentioning, as reasons, that the only time which he or other members of the Commission could give to the work was during the summer vacation, and that on the completion of his judicial labours he found that his health would require the benefit of the whole vacation. His Excellency was pleased to accept his resignation, and Mr. Justice Gwynne was requested to act as chairman in his stead.

Vacations having terminated on the 21st inst., Mr. Justice Gwynne, as chairman, was requested, through the Provincial Secretary, to submit, for the information of the Government, the present position reached by the commissioners, and the enquiry was made whether they would have in readiness any, and if so, what report, by the first day of November next, for consideration by the Government, befor the next session of the Legislature.

In his reply, dated 26th August inst. Mr. Justice Gwynne states that having regard to the magnitude of the subject, and to the detached intervals which the members of the Commission, consistently with the discharge of their ordinary duties, had been able to devote to the subject, he thought satisfactory progress had been made; and that, in consequence of the engagements of the members of the Commission during the approaching circuit, and in court, that it had been necessary to adjourn until the sixth day of November next; that, although certain material had been and was in course of being prepared by individual members of the Commission, they would not be prepared with a report by the first day of November. He, however, anticipated that their labours would result in the adoption of a draft Bill, embodying suggestions which, before being reported, required the fullest consideration and deliberation.

The undersigned has also had the benefit of a personal interview with Mr. Justice Gwynne, and with other members of the Commission, from which, and the actual amount of work already accomplished, and its nature and quality, it appears manifest that, unless these commissioners were relieved from all other duties, it would be impossible for them to accomplish any beneficial results within probably a period of two or three years, although they have evinced much zeal and assiduity in the performance of the grave and important labours entrusted to them.

It appears to the undersigned desirable that many of the questions submitted to these commissioners should not remain for any lengthened period in doubt or uncertainty; the direct effect in the meantime being to disturb the sense of permanency under which courts and judicial officers should be allowed to discharge their functions. The main question which underlies the duties assigned to the commissioners, is one rather of policy than of enquiry—this being the continuance or not of distinct systems of law and equity, in order that justice may be done in matters of litigation and upon which already there has been the fullest discussion and enquiry, not only in England but amongst jurists generally.

It would therefore appear to the undersigned that the Government should itself be prepared to advise for consideration and adoption by the Legislature, a measure having for its end the establishment of courts in which complete justice can be done; if such should appear to be the soundest conclusion upon this question, and the necessary enactments for giving effect to such a conclusion, need not necessarily require the attention and labour of the Commission any longer.

This work could be done with more facility by a less cumbersome agency.

Any commissioners to be appointed for such a work could only effectually discharge it within a reasonable time, by being altogether freed from other duties.

It is important further to understand that of late years the procedure both at law and in equity has been much simplified and is gradually approximating, and that substantial differences in the object aimed at by the procedure of each court no longer exist, so that in procedure the work would not present much difficulty. It would not involve a new system, but a union of settled modes of practice and the harmonizing or removal of any differences, thus attaining simplicity and efficiency with more economy in the practical administration of justice.

In determining the constitution and jurisdiction of the courts, the labours of the Judicature Commission in England, as well as the result of judicial and professional experience here, could be taken advantage of, and it would appear to the undersigned that the Government is responsible for any conclusions on these heads which the Legislature may be asked to take into its consideration.

By their Commission the commissioners are also directed to enquire into the operation of the present appellate courts, and the undersigned only states the general opinion of the profession, when he mentions that the constitution of the present Court of Appeal leads to unsatisfactory results, in its not being in truth a Court of Appeal or a tribunal of resort from a court of primary or original jurisdiction, composed as it is of all the members of the courts of original jurisdiction from which the appeals proceed; and the number of members "namely seven," requisite to constitute a quorum is too large to impress upon each that personal responsibility with which each member of a court should be imbued with respect to his conclusions.

Upon the whole therefore, the undersigned would respectfully suggest that the members of the "Law Reform Commission" should be thanked for the zeal and assiduity with which they have undertaken the duties intrusted to them, and informed that, considering their magnitude and the small portion of time which their other duties allow them to devote to the objects of the Commission, they have accomplished as much as could have been reasonably anticipated, but that this Government feels that the most important of their duties under the Commission are such as the Government itself should take the responsibility of, and adopt a policy or conclusion of its own thereupon, and resort to such means as may be requisite for carrying the same into speedy effect, and that His Excellency should be advised to revoke the Commission.

Respectfully submitted.
(Signed) Adam Crooks.

Toronto, 30th August, 1872.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the third day of September, A. D. 1872.

The Committee of Council have had under consideration the Report of the Honourable the Attorney-General, dated 31st August, 1872, wherein he suggests that the members of the Law Reform Commission should be thanked for the zeal and assiduity with which they have undertaken the duties entrusted to them, and informed that considering their magnitude, and the small portion of time which their other duties allow them to devote to the objects of the Commission, they have accomplished as much as could have been reasonably anticipated, but that your Excellency's advisers feel that the most important of their duties under the Commission, are such as the Government itself should take the responsibility of, and adopt a policy or conclusion of its own thereupon, and resort to such means as may be requisite for carrying the same into speedy effect, and that your Excellency should be advised to revoke the Commission.

The Committee advise that the said report be acted upon, and the said Commission revoked by your Excellency.

Certified,

(Signed) J. G. Scott,
Clerk Executive Council, Ontario.

Provincial Secretary's Office,
Toronto, 5th September, 1872.

Sir,—I am commanded by His Excellency the Lieutenant-Governor to inform you that he has been pleased to approve of an Order in Council, dated the 3rd day of September instant, directing that Letters Patent do issue, cancelling and revoking the "Law Reform Commission."

This action has been taken in view of the fact, that the most important of the duties under that Commission are such as the Government itself should take the responsibility of, and adopt a policy with reference thereto, on conclusions of its own, taking such means as may be requisite for carrying the same into speedy effect.

I am commanded, at the same time, to convey the thanks of His Excellency the Lieutenant-Governor to the members of the Commission, for the zeal and assiduity with which the duties entrusted to them were undertaken, and to intimate that, considering their magnitude, and the inconsiderable amount of time which their other onerous duties permitted them to devote to the objects of this Commission, they have, in the opinion of the Government, accomplished as much as could have been reasonably expected.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. Eckart,
Acting Assistant-Secretary.

The Hon. Mr. Justice Gwynne,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 26th November, 1872.

SIR,—Adverting to the communication addressed to you from this Department, intimating that His Excellency the Lieutenant-Governor had been pleased to approve of an Order in Council, under date 3rd September last, ordering that Letters Patent issue cancelling and revoking the "Law Reform Commission," I am now directed to request you to be good enough to furnish, at your earliest convenience, a statement of the charges and expenses of the members of the Commission and the Secretary thereof in performing the labours imposed upon them by it.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assistant-Secretary.

The Honourable Mr. Justice Gwynne,
Toronto.

December 5th, 1872.

MY DEAR SIR,—The late Mr. Sandfield Macdonald before the issuing of the Law Reform Commission, but with a view to its issue, placed in the hands of Mr Justice Wilson, as contemplated Chairman of the Commission, the sum of $200 00, to enable Mr. Justice Wilson, if he should think fit, to go to New York to make enquiries in relation to the subject of Law Reform. Upon the issuing of the Commission, Mr. Wilson placed that sum in the hands of the Secretary of the Commission, Mr. F. C. Draper, less a small sum applied by himself in the purchase of books for the use of the Commission. I now transmit Mr. Draper's account of that sum shewing a balance in his hands of 86\frac{51}{100}$.

I am, yours truly,
(Signed) JOHN W. GWYNNE.

The Hon. Oliver Mowat,
Attorney-General.

MR. JUSTICE ADAM WILSON, *Chairman Law Reform Commission of Ontario.*

		Dr.	Cr.
1871.	To Cash	$200.00	
	By paid books, &c., as per voucher No. 1		$ 29.10
Nov. 23.	" Check to F. C. Draper, Esq., Secretary L. R. C., balance		170.90
		$200.00	$200.00

FRANK C. DRAPER, *Secretary, L. R. C.*

		Dr.	Cr.
Nov. 23rd, 1871,	To Cash from Judge Wilson	$170.90	
" 28th. "	By paid express charges on books from N. Y., C.O.D		$12.67
	" Customs duties, do		1.15

Dec. 1st,	1871,	By paid	Express charges....................		$ 50
Jan. 8th,	1872,	“	Stationery..........................		22.41
“ “	“	“	P. O. stamps........................		94.00
Feb. 9th.	“	“	Stationery..........................		4.83
Feb. 9th.	“	“	Express charges on books, etc., from England		3.85
July 10th,	“	“	Express charges to Barrie..........		50
“ 12th,	“	“	“ “		75
“ 24th,	“	“	Postage on circulars................		3.50
“ 25th,	“	“	“ “		1.00
Aug. 1st.	“	“	“ “		15
“ 5th,	“	“	“ “		34
“ “	“	“	Express charges......................		50
“ 6th	“	“	“ “ and postage		28
“ 14th.	“	“	“ “ “ and stamps.		2.06
“ 15th,	“	“	“ “ “		31
“ 19th,	“	“	“ “		25
“ “	“	“	Telegram		66
“ 21st,	“	“	Express................................		25
“ 22nd,	“	“	Cab....................................		50
“ “	“	“	Stationery, $2.05; postage to Judge Gowan, Barrie............		2.50
Mar. 21st,	“	“	Mr. Dalton, for Judge Wilson; cash advanced for books..............		10·06
Oct. 5th,	“	“	Willing & Williamson—stationery account		13.63
			Balance on hand......................		87.31
				$170.90	$170.90

STATEMENT of expenditure made on account of the Law Reform Commission, during the year 1872:—

Dec. 9th,	Hon. Adam Wilson..	$600.00
	Hon. J. W. Gwynne..	600.00
	Hon. S. H. Strong..	600.00
	J. R. Gowan..	600.00
	C. S. Patterson..	600.00
	Thomas Moss..	500.00
	J. A. Boyd..	500.00
	F. C. Draper, as Secretary..	400.00
		$4,400.00

W. R. Harris,
Accountant.

Treasury Department, Ontario,
Toronto, January 31st, 1873.

TREASURY DEPARTMENT,
TORONTO, 12th December, 1872.

SIR,—I am directed by the Honourable the Treasurer of Ontario, to inform you that a letter has been received from the Honourable Mr. Justice Gwynne, enclosing a statement of the expenditure on account of the Law Reform Commission, and showing a balance in your hands of $86·51 unexpended. I am instructed to request that you will deposit the same to the credit of the Treasurer in one of the authorized banks of the Province, and transmit a deposit receipt to this Department.

I have the honour to be, Sir,
Your obedient servant,
(Signed) W. R. HARRIS,
Accountant.

F. C. Draper, Esq., Secretary,
Law Reform Commission, Toronto.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence in reference to the Arbitration between Ontario and Quebec.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 27th January, 1873.

COPIES OF CORRESPONDENCE IN REFERENCE TO ARBITRATION BETWEEN PROVINCES ONTARIO AND QUEBEC.

1868.
January 13.—Letter from Provincial Secretary to Secretary of State for Canada.
January 13.—Letter from Provincial Secretary, Ontario, to Provincial Secretary for Quebec.
January 17.—Letter from Provincial Secretary, Quebec, to Provincial Secretary, Ontario.
February 3.—Letter from Provincial Secretary, Quebec, to Provincial Secretary, Ontario.
February 5.—Letter from Provincial Secretary, Ontario, to Provincial Secretary, Quebec.
February 15.—Letter from E. A. Meredith, under-Secretary of State, to Provincial Secretary, Ontario.
March 24.—Letter from Secretary of State, Ottawa, to Provincial Secretary, Ontario.
1869.
August 31.—Report of the Provincial Treasurer, of meeting of Arbitrators at Ottawa, to Provincial Secretary, Ontario.
October 23.—Report of Provincial Treasurer, of proceedings of Provincial Arbitration, to Provincial Secretary, Ontario.
1870.
July 19.—Letter from Lieutenant-Governor, Quebec, to Provincial Secretary, Ontario.
July 19.—Report of Committee of Executive Council, Quebec, accepting resignation of Judge Day as Arbitrator.
Septemb'r 14.—Letter from Assistant-Secretary Jolicœur, Quebec, to Provincial Secretary, Ontario.
Septemb'r 12.—Report of Committee of Executive Council, Quebec.
Septemb'r 17.—Letter from Assistant-Secretary Patteson to Provincial Secretary, Quebec.
December 16.—Award.
1872.
March 2.—Letter from A. Mackenzie, Provincial Treasurer, Ontario, to Hon. Geo. Irvine, Solicitor-General, Quebec.
Form of Order in Council.
Form of Certificate.
Record of proceedings of Arbitrators.

1872.

April 8.—Letter from A. Mackenzie, Provincial Treasurer, Ontario, to Hon. Geo. Irvine, Solicitor-General, Quebec.

July 6.—Letter from A. Mackenzie, Provincial Treasurer, Ontario, to Hon. Geo. Irvine, Solicitor-General, Quebec.

November 25.—Letter from Provincial Secretary, Quebec, to Provincial Secretary, Ontario.

November 6.—Report of Committee of Executive Council, Quebec.
Form of Certificate.

November 27.—Letter from Acting Assistant-Secretary Eckart, to Provincial Secretary, Quebec.

November 21.—Letter from Provincial Treasurer, Ontario, to Hon. Geo. Irvine, Solicitor-General, Quebec.

December 20.—Letter from Provincial Treasurer, Ontario, to Hon. Geo. Irvine, Solicitor-General, Quebec.

1873.

January 8.—Letter from Hon. Geo. Irvine, Solicitor-General, Quebec, to Provincial Treasurer, Ontario.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 13th January, 1868.

SIR,—I have the honour to state for the information of His Excellency the Governor-General, that His Excellency the Lieutenant-Governor has been pleased to appoint the Honourable David Lewis McPherson to be the Arbitrator on behalf of the Government of the Province of Ontario, under the one hundred and forty-second section of the British America Act.

I have the honour to be,
Sir,
Your obedient servant,
M. C. CAMERON,
Secretary of the Province of Ontario.

Hector L. Langevin,
Secretary of State for Canada.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 13th January, 1868.

SIR,—I have the honour to state, for the information of His Excellency the Lieutenant-Governor of the Province of Quebec, that His Excellency the Lieutenant-Governor of this Province has been pleased to appoint the Honourable David Lewis McPherson to be the Arbitrator on behalf of the Government of the Province of Ontario under the one hundred and forty-second section of the British America Act.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) M. C. CAMERON,
Secretary of the Province of Ontario.

The Honourable the Provincial Secretary, Quebec.

PROVINCE OF QUEBEC,
SECRETARY'S OFFICE,
QUEBEC, 17th Jan., 1868.

SIR,—I have the honour, by command of His Excellency the Lieutenant-Governor of Quebec, to acknowledge the receipt of your letter of the 13th January, instant, informing him that His Excellency the Lieutenant-Governor of Ontario has been pleased to appoint the Honourable David Lewis McPherson to be Arbitrator on behalf of the Government of the Province of Ontario under the one hundred and forty second section of the British America Act.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) P. J. O. CHAUVEAU,
Secretary and Registrar for Quebec.

Hon. C. Cameron.
Secretary for Ontario.

PROVINCE OF QUEBEC,
SECRETARY'S OFFICE.
QUEBEC, 3rd. Feb., 1868.

SIR,—I have the honour to inform you, for the information of His Excellency, the Lieutenant-Governor of the Province of Ontario, that His Excellency the Lieutenant-Governor of the Province of Quebec has been pleased to nominate the Honourable Charles Dewy Day as Arbitrator on the part of the Government of Quebec, in conformity with the one hunred and forty-second section of the British North America Act, 1867.

I have the honour, to be,
Sir,
Your most humble servant,
(Signed) P. J. O. CHAUVEAU,
Secretary.

The Hon. M. C. Cameron,
Secretary, Province of Ontario.

PROVINCIAL SECRETARY'S OFFICE,
5th February, 1868.

SIR,—I have the honour to acknowledge the receipt of a communication from your Department announcing the appointment of the Honourable Charles Dewey Day as Arbitrator for the Province of Quebec, under the provisions of the 142nd section of the British North America Act, 1867.

I have the honour to be.
Sir.
Your obedient servant.
(Signed) MATTHEW CROOKS CAMERON.

To the Hon. the Provincial Secretary, Quebec.

OTTAWA, 15th Feb., 1868.

SIR,—I have the honour to acknowledge the receipt, yesterday, of your letter of the 13th ultimo, addressed to the Honourable the Secretary of State for Canada, announcing the appointment by His Excellency, the Lieutenant-Governor of the Province of Ontario, of the Honourable David Lewis McPherson to act as Arbitrator on behalf of that Province, under the provisions of section 142 of the British North America Act, 1867.

I have the honour to be,
Sir,
Your most obedient servant.
(Signed) E. A. MEREDITH,
Under Sec. of State.

The Honourable M. C. Cameron.
Provincial Secretary, Toronto.

OTTAWA, 24th March, 1868.

SIR,—Adverting to your letter of the 13th January, I have the honour to state for the information of His Excellency, the Lieutenant-Governor of the Province of Ontario, that His Excellency the Governor-General in Council, has chosen the Honourable John Hamilton Gray, of St. John's, New Brunswick, as arbitrator on behalf of the Government of Canada under the 142nd section of the British North America Act, 1867.

I have the honour to be,
Sir,
Your most obedient servant,
(Signed.) ADAMS G. ARCHIBALD,
Secretary of State.

The Honourable the Provincial Secretary,
Toronto.

REPORT OF THE PROVINCIAL TREASURER OF ONTARIO on the meeting of Arbitrators held at Ottawa, on the 31st of August, and the 1st and 2nd September, 1869.

The undersigned has the honour to report for the information of His Excellency that, on behalf of the Province of Ontario, he did on the 31st August, and the 1st and 2nd of September, 1869, attend a meeting of the Provincial Arbitrators convened under the British North America Act, at Ottawa.

The Arbitrators met at about 12 o'clock noon, on Tuesday, the 31st of August. The Hon. Mr. Rose, Minister of Finance, and the Auditor-General were present to give any information, or offer any explanations that might be required. The Treasurer of Quebec, with Mr. Casault, and Mr. Ritchie as his counsel, appeared on behalf of Quebec.

After organizing, the Arbitrators entered upon an informal discussion with the parties present as to the manner in which the arbitration should proceed, and then adjourned until Thursday, the 2nd day of September, in order that they might have time to read and consider the various documents laid before them relating to the subject matter of the arbitration. The Arbitrators again met on Thursday, the 2nd of September, and it appearing that the Treasurer of Quebec was not ready to proceed, by reason of his not having obtained certain information, which, as he alleged, he required from the Dominion Government, in reference to the assets and other matters and things which he contended were the subjects of arbitration, and the counsel for the Treasurer having gone home, the Arbitrators after hearing discussion for and against it, adjourned to meet again on the 23rd September.

The undersigned offered all the opposition he could to the adjournment, reminding the Treasurer of Quebec that it was understood at Montreal that at this meeting the sitting of the arbitration was to be continued either by himself or some one acting for him until it should be closed, and urging upon him, as well as upon the Arbitrators, the pressing necessity for as speedily as possible determining all matters submitted to them. The arbitrators thought that as both parties did not appear to be prepared to proceed, it would be a waste of time longer to continue the sitting. Hence the adjournment.

The Treasurer of Quebec undertook to lay before the Arbitrators (at the adjourned meeting) a statement in writing of the various assets and other matters and things which, in his opinion, formed the subjects for consideration and determination by the Arbitrators.

It was also arranged that Mr. Langton should make up for the Arbitrators and the Treasurers of the Provinces a statement of the assets to be divided, with such explanatory remarks as might assist them in forming a correct opinion as to the value of each asset, accompanying the same with a table shewing the annual income derived from each asset for 4½ years immediately preceding Confederation, and the average annual per centum of such income for the 4½ years.

All of which is respectfully submitted.

(Signed.) E. B. WOOD.

To the Honourable The Provincial Secretary.

Toronto, 5th Sept. 1869.

REPORT of the Treasurer of Ontario, of the proceedings of the Provincial Arbitration at its sittings on the 23rd, 25th, 26th, and 27th of October, 1869.

The undersigned has the honour to report for the information of His Excellency, that the Provincial Arbitrators postponed the adjourned meeting from time to time until Saturday, the 23rd October. On that day a session was held, the Treasurer of Quebec with his Counsel, Mr. Ritchie, appearing on behalf of the Province of Quebec, and the Hon J. Hillyard Cameron and the undersigned on behalf of the Province of Ontario.

In the interval between the adjournment, spoken of in my former report, and this meeting, the Auditor, Mr Langton, had furnished the Arbitrators and the Treasurers with a statement of assets and the average annual per centum on the capital of each asset for 4½ years, also referred to in my former report.

After discussion it was agreed, on all hands, that the debt of the late Province of Canada was ascertained with sufficient definiteness to enable the Arbitrators to proceed with and conclude the arbitration. The Treasurer of Quebec, however, was not ready with the statement, which, at the last meeting he had promised to lay before the Arbitrators at this meeting, but stated he would be ready on the following Monday to lay it before the Arbitrators. He further stated that Mr. Casault, the senior counsel retained by his Province, was not present, and he did not feel justified in proceeding in his absence, that he would telegraph him to come to Ottawa without delay; and that he thought he would be there by Monday afternoon. Mr. Cameron and the undersigned stated that Ontario was fully prepared to proceed and regretted much that, after all the delay that had taken place, Quebec should still be unprepared to go on. After some considerable informal discussion on various questions involved in the reference, the Arbitrators adjourned until Monday morning following.

On Monday, 25th October, the Arbitrators again met, when the Treasurer of Quebec stated to the Arbitrators that he had resigned and therefore was not in a position to take any further part in the arbitration ; that Mr. Ritchie was the junior counsel and declined to act in the absence of Mr. Casault, the senior counsel, and, as a consequence nothing could be done until the arrival of Mr. Casault. The Arbitrators then adjourned until Tuesday.

The Arbitrators again met on Tuesday the 26th October, but nothing was done as Mr. Casault had not yet arrived. They again adjourned until Wednesday.

On the meeting of the Arbitrators on Wednesday, the 27th of October, Mr. Casault and Mr. Ritchie were present. But Mr. Casault said he was not in a position to proceed as he was without instructions and unprepared.

It was urged on behalf of Ontario that some decisive order should be made by the Arbitrators or there would be no hope of ever making any progress with the reference, and, after a lengthy discussion, the Arbitrators made an entry in their minutes to the purpose that Ontario was ready to proceed with the arbitration but in consequence of Quebec not being prepared, an adjournment to some future day was unavoidable. The Arbitrators stated, however, that at the next meeting they should proceed, and effectually to do away with all future excuses and pleas for delay, made the following order :

" The Counsel for the Provinces of Quebec and Ontario shall prepare and print their respective cases and shall communicate them to the Arbitrators and to each other for such observations in response as they may deem necessary (together with an authoritative declaration by the Governments of Quebec and Ontario respectively of their agreement with the Dominion Government in the matter of the amount of the debt of the Province of Canada) on or before the 15th day of January next. The Arbitrators may order either *mero motu* or upon the suggestion of the counsel an oral argument upon such points as they may deem necessary.

Ottawa, 27th October, 1869.

After which the Arbitrators adjourned to meet at Ottawa on the first day of the next meeting of the Parliament of Canada.

All of which is respectfully submitted.

(S'd) E. B. WOOD.

Treasury Department,
Toronto, 15th Nov. 1869.

To the Honourable,
The Provincial Secretary.

GOVERNMENT HOUSE,
QUEBEC, 19th July, 1870.

SIR,—I have the honour to transmit herewith the copy of an Order in Council accepting the resignation of the Honourable Charles Dewey Day as Arbitrator named by the Province of Quebec under the provisions of the 142nd clause of the British North America Act of 1867.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) N. F. BELLEAU.
Lieutenant-Governor of the Province of Quebec.

The Honourable
The Provincial Secretary, Toronto.

Copy of the Report of a Committee of The Honourable Executive Council of Quebec, approved of by the Lieutenant-Governor in Council, 19*th Jnly,* 1870. *On the resignation of The Honourable C. D. Day, Arbitrator of Quebec.*

The Honourable the Provincial Secretary in a memorandum dated the nineteenth day of July instant, 1870, recommends that the resignation tendered by the Honourable Judge. Charles Dewey Day, as Arbitrator nominated by the Province of Quebec in compliance with the provisions of the 142nd section of the British North America Act of 1867, be accepted.

The committee concurs in the recommendation made by the Honourable the Secretary, and submits it for the approval of the Lieutenant-Governor.

Certified,
(Signed) FELIX FORTIER,
Clerk Executive Council.

To The Honourable
The Secretary of the Province.

SECRETARY'S OFFICE,
QUEBEC, 14th September, 1870.

SIR,—I have the honour to transmit you, for the information of His Excellency the Lieutenant-Governor of Ontario, Copy of an Order in Council, approved by His Excellency, the Lieutenant-Governor of Quebec, on the twelfth of September instant, on the pretended judgment or award rendered and made by the Honourable J. H. Gray and the Honourable D. L. McPherson, two of the Arbitrators appointed to decide as to the division and adjustment of the debts, credits, assets and liabilities of Upper and Lower Canada.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PH. J. JOLICŒUR,
Assistant-Secretary.

The Honourable M. C. Cameron,
Provincial Secretary, Toronto.

Copy of a Report of a Committee of the Honourable the Executive Council, approved by the Lieutenant-Governor in Council, on the 12th September, 1870. *On the pretended judgment or award rendered and made by the Hon. J. H. Gray and the Hon. D. L. McPherson, two of the Arbitrators appointed to decide as to the division and adjustment of the debts, credits, liabilities, &c., of Upper and Lower Canada.*

The Honourable the Treasurer of the Province, in his report dated the ninth of September instant (1870), sets forth that a copy of a pretended judgment or award rendered and made by the Hon. J. H. Gray and the Hon. D. L. McPherson, two of the Arbitrators appointed to decide as to the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, bearing date at Toronto, the third day of September instant, and signed by the said parties, has been forwarded to the Honourable Provincial Secretary, for the information of the Quebec Government.

That inasmuch as the Quebec Government have already, by intimation to the Federal Government and by legal proceedings before the law tribunals of the country, protested against the said two Arbitrators proceeding with the arbitration, when there was no Arbitrator appointed by the Province of Quebec and against any further action, on the part of the said Hon. J. H. Gray, on account and because of his residing in the Province of Ontario, against the true spirit and intent of the British North America Act of 1867, and inasmuch as the Quebec Government did not, and does not, acknowledge the right of the said two Arbitrators, jointly to act, or of the said Hon. J. H. Gray, individually to act in the premises, and that all the acts and proceedings, of any kind whatsoever, had or done by them or either of them are illegal, null and void, and of no force or effect whatsoever in law or equity.

And inasmuch as the said pretended judgment or award (even if the said two Arbitrators had a right to act without an Arbitrator for the Province of Quebec, and if the said Hon. J. H. Gray were not disqualified by law from sitting or acting as Arbitrator) is manifestly unjust to the Province of Quebec, and manifestly and clearly rendered and made in the interests of Ontario, Quebec having too large a portion of the surplus debt to pay, and being awarded less than her just and equal share of the assets mentioned in said British North America Act of 1867, it is therefore unjust, illegal, null and void.

The Honourable Treasurer, therefore, recommends that, on behalf of the Quebec Government, a despatch be forwarded to the Federal Government, protesting against any force or validity being given to the said pretended judgment or award of the said two Arbitrators, by the Federal authority, and advising of the intention of the Quebec Government to appeal for redress and justice in every constitutional mode, which it is the privilege of British subjects, under the British Crown to exercise when suffering under injustice or wrong from the hands of any.

The Honourable Treasurer also recommends, that the receipt of the said pretended judgment or award from the said Arbitrators be acknowledged, at the same time protesting against it as not being rendered and made in good faith or in accordance with law and equity, and as being manifestly rendered and made in the interests of Ontario, and the prejudice of Quebec, and that the said Arbitrators being duly notified by the Quebec Government of the objections taken and held previous to their so acting, without the Arbitrator from Quebec, their judgment or award is null and void, and not recognized as valid by the Government of Quebec.

The Committee concur in the foregoing report, and submit the same for the Lieutenant-Governor's approval.

Certified,
(Signed) **Felix Fortier,**
Clerk Executive Council.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, Sept. 17, 1870.

SIR,—I have the honour to acknowledge the receipt of a letter from Mr. Assistant-Secretary Jolicœur, dated the 14th inst., and transmitting a copy of an Order in Council approved by His Excellency the Lieutenant-Governor of Quebec on the 12th inst, and having reference to the award made by Colonel Gray and Senator Macpherson, under the 142nd clause of the British America Act, and to inform you that the subject will be submitted for the consideration of His Excellency the Lieutenant-Governor.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) **Thos. C. Patteson,**
Assistant Secretary.

The Honourable
The Provincial Secretary,
Quebec.

COPY of the Award of the Arbitrators between the Provinces of Upper Canada and Lower Canada, referred to in the second paragraph of the Speech from the Throne. Transmitted to the Legislative Assembly by the Lieutenant-Governor.

GOVERNMENT HOUSE, TORONTO,
December 16th, 1870.

TO ALL TO WHOM THESE PRESENTS SHALL COME—

The Honourable John Hamilton Gray, of the City of St. John, in the Province of New Brunswick, and the Honourable David Lewis Macpherson, of the City of Toronto, in the Province of Ontario, send greeting:

Whereas by the British North America Act, 1867, it is enacted that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada shall be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, and one by the Government of Quebec, and one by the Government of Canada;

And whereas the said John Hamilton Gray was duly chosen under and in accordance with the provisions of the said Act, as Arbitrator, by the Government of Canada, the said David Lewis Macpherson by the Government of Ontario, and the Honourable Charles Dewey Day, of Glenbrooke, in the said Province of Quebec, by the Government of Quebec;

Now, therefore the said Arbitrators having taken upon themselves the burden of the said arbitration, the said John Hamilton Gray and David Lewis Macpherson being a majority of the said Arbitrators do award, order, and adjudge of and upon the premises as follows, that is to say:

I. That the amount, by which the debt of the late Province of Canada exceeded, on the thirtieth day of June, one thousand eight hundred and sixty-seven, sixty-two millions five hundred thousand dollars, shall be and is hereby divided between and apportioned to and shall be borne by the said Provinces of Ontario and Quebec respectively, in the following proportions, that is to say—the said Province of Ontario shall assume and pay such a proportion of the said amount, as the sum of nine millions eight hundred and eight thousand seven hundred and twenty-eight dollars and two cents bears to the sum of eighteen millions five hundred and eighty-seven thousand five hundred and twenty dollars and fifty-seven cents; and the said Province of Québec shall assume and pay such a proportion of the said amount, as the sum of eight millions seven hundred and seventy-eight thousand seven hundred and ninety-two dollars and fifty-five cents bears to the sum of eighteen millions five hundred and eighty-seven thousand five hundred and twenty dollars and fifty-seven cents.

II. That the assets hereinafter in this clause enumerated shall be, and the same are hereby declared to be the property of and belonging to the Province of Ontario, namely:

1. Debt from the Upper Canada Building Fund to the late Province of Canada (enumerated in the fourth schedule to the said British North America Act, 1867, as "Upper Canada Building Fund, Lunatic Asylums, Normal Schools")—Lunatic Asylums, $30,800, Normal Schools $6,000	$36,800 00
2. Debt from the Law Society, Upper Canada, to the late Province of Canada	156,015 61
3. Debts to the late Province of Canada under the Consolidated Municipal Loan Fund of Upper Canada	6,792,136 39
4. Debt from the Agricultural Society, Upper Canada, to the late Province of Canada	4,000 00
5. Debt from the University Permanent Fund to the late Province of Canada	1,220 63

III. That the assets hereinafter in this clause enumerated shall be, and the same are hereby declared to be the property of, and to belong to the Province of Quebec, namely:

1. The debt from the Aylmer Court House to the late Province of Canada for six per cent. Provincial debentures issued on account of the said Court House and assumed by the Dominion of Canada, and charged in the debt of the late Province of Canada	$2,000 00	
And for certain charges paid by the said late Province of Canada in respect of the said Court House	1,239 70	
		3,239 70
2. Debt from the Montreal Court House to the late Province of Canada for six per cent. Provincial debentures issued on account of the said Court House, and assumed by the Dominion of Canada, and charged in the debt of the late Province of Canada	95,600 00	
For advances made to the said Court House by the said late Province of Canada	18,996 21	
		114,596 21
3. Debt from the Kamouraska Court House to the late Province of Canada for balance of certain charges in respect of the said Court House paid by the late Province of Canada		201 27
4. Debt from the Royal Institution, otherwise the McGill College, to the late Province of Canada, of the balance of a loan made by the said late Province to that institution		7,790 00
5. Debt under the Consolidated Municipal Loan Fund of Lower Canada to the late Province of Canada		2,939,429 97
6. Advances made in excess of the Legislative School Grant (described in the fourth schedule to the said British North America Act, 1867, as "Lower Canada Legislative Grant")		28,494 73
7. Debt to the late Province of Canada under the Quebec Fire Loan		264,254 65
8. Debt to the late Province of Canada for advances made to or on account of certain municipalities in the County of Temiscouta (described in the said fourth schedule as "Temiscouta Advance Account")		3,000 00
9. Debt from the Education Office in Lower Canada to the late Province of Canada for the balance unpaid of a defalcation in the said office to the said late Province (described in the said fourth schedule as "Education East")		290 10
10. Debt from the Building and Jury Fund, Lower Canada, to the late Province of Canada for loans and advances made to it by the said late Province of Canada		116,475 51
11. Debt from the Municipalities Fund of Lower Canada to the late Province of Canada for advances made to or on the credit of that fund (described in the said fourth schedule as "Municipalities Fund")		484,244 33
12. Debt from the Lower Canada Superior Education Income Fund to the late Province of Canada for advances made from time to time by the said late Province		234,281 46
13. Montreal Turnpike Trust		188,000 00

IV. And as to the said Montreal Turnpike Trust, the said Arbitrators, further find, award and adjudge as follows:

Whereas, the said sum of one hundred and eighty-eight thousand dollars is secured by debentures issued upon the credit of the said Trust, and guaranteed by the late Province of Canada, and the said Trust has hitherto met the payments upon such debentures, and the payment thereof has therefore not been assumed by the Dominion of Canada, nor has the said sum of one hundred and eighty-eight thousand dollars been charged by the said Dominion in the debt of the late Province of Canada, which charge, if made, would increase by one hundred and eighty-eight thousand dollars the excess of the said debt on the thirtieth day of June, one thousand eight hundred and sixty-seven, above sixty-two millions five hundred thousand dollars; Know therefore, the said Arbitrators, having assigned the said Trust as an asset of the said Province of Quebec, do hereby adjudge and award that the said Province of Quebec shall hereafter indemnify, protect, and save harmless the said Dominion and the said Province of Ontario, against any charge upon, or payment by the said Dominion in respect of the said debentures, or the said guarantee, or in respect in any way of the said Trust.

V. That the following Special, or Trust Funds, and the moneys thereby payable, including the several investments in respect of the same or any of them are, shall be, and the same are hereby declared to be the property of and to belong to the Province of Ontario, for the purpose for which they were established, namely:—

1. Upper Canada Grammar School Fund.
2. Upper Canada Building Fund.
3. Upper Canada Municipalities Fund.
4. Widows' pensions and uncommuted stipends, Upper Canada, subject to the payment of all legal charges thereon.
5. Upper Canada Grammar School Income Fund.
6. Upper Canada Improvement Fund.
7. Balance of special appropriations in Upper Canada.
8. Surveys ordered in Upper Canada, before 30th June, 1867.
9. Amount paid and payable by Upper Canada to the Canada Land and Emigration Company.

VI. That the following Special, or Trust Funds and the moneys thereby payable, including the several investments in respect of the same or any of them are, shall be, and the same are hereby declared to be the property of and to belong to the Province of Quebec for the purposes for which they were established, namely:

1. Lower Canada Superior Education Fund.
2. Lower Canada Superannuated Teachers' Fund.
3. Lower Canada Normal School Building Fund.
4. Widows' pensions and uncommuted stipends, Lower Canada, subject to all legal charges thereon.
5. Balance of special appropriations in Lower Canada.
6. Surveys ordered in Lower Canada before 30th June, 1867.

VII. That from the Common School Fund, as held on the thirtieth day of June, one thousand eight hundred and sixty-seven, by the Dominion of Canada, amounting to one million seven hundred and thirty-three thousand two hundred and twenty-four dollars and forty-seven cents, (of which fifty-eight thousand dollars is invested in the bonds or debentures of the Quebec Turnpike Trust, the said sum of fifty-eight thousand dollars being an asset mentioned in the fourth schedule to the British North America Act, 1867, as the Quebec Turnpike Trust) the sum of one hundred and twenty four thousand six hundred and eighty-five dollars and eighteen cents shall be, and the same is hereby taken and deducted and placed to the credit of the Upper Canada Improvement Fund, the said sum of one hundred and twenty-four thousand six hundred and eighty-five dollars and eighteen cents, being one-fourth part of moneys received by the late Province of Canada between the sixth day of March, one thousand eight hundred and sixty-one, and the first day of July, one thousand eight hundred and sixty-seven, on account of Common School lands sold between the fourteenth day of June, one thousand eight hundred and fifty three, and the said sixth day of March, one thousand eight hundred and sixty-one.

VIII. That the residue of the said Common School Fund, with the investments belonging thereto as aforesaid, shall continue to be held by the Dominion of Canada, and the income realized therefrom, from the thirtieth day of June, one thousand eight hundred and sixty-seven, and which shall be hereafter realized therefrom shall be apportioned between and paid over to the respective Provinces of Ontario and Quebec as directed by the fifth section, chapter twenty-six of the Consolidated Statutes of Canada, with regard to the sum of two hundred thousand dollars in the said section mentioned.

IX. That the moneys received by the said Province of Ontario since the thirtieth day of June, one thousand eight hundred and sixty-seven, or which shall hereafter be received by the said Province from, or on account of the Common School lands set apart in aid of the Common Schools of the late Province of Canada shall be paid to the Dominion of Canada to be invested as provided by section three of said chapter twenty-six of the Consolidated Statutes of Canada, and the income derived therefrom shall be divided, apportioned, and paid between and to the said Provinces of Ontario and Quebec respectively as provided in the said fifth section, chapter twenty-six, of the Consolidated Statutes of Canada with regard to the sum of two hundred thousand dollars in the said section mentioned.

X. That the Province of Ontario shall be entitled to retain out of such moneys six per cent. for the sale and management of the said lands, and that one-fourth of the proceeds of the said lands, sold between the fourteenth day of June, one thousand eight hundred and fifty-three, and the said sixth day of March, one thousand eight hundred and sixty-one, received since the thirtieth day of June, one thousand eight hundred and sixty-seven, or which may hereafter be received after deducting the expenses of such management as aforesaid shall be taken and retained by the said Province of Ontario for the Upper Canada Improvement Fund.

XI. The "Crown Lands Suspense Account," amounting to one hundred and twelve thousand seven hundred and forty-eight dollars and sixty-three cents, and the Crown Lands Department, amounting to two hundred and fifty-three thousand and eighty nine dollars and seventy six cents, being the items so described in the Public Accounts of the late Province of Canada, having been omitted respectively from the statement of the debt of the said Province in such accounts, and from the assets in the fourth schedule to the British North America Act, 1867, the said Arbitrators award and adjudge that the said Province of Ontario shall satisfy all claims, and receive all moneys in respect to the said Crown Lands Suspense Account, and the said Crown Lands Department, connected with or arising from lands situate in the said Province of Ontario, and that the said Province of Quebec shall satisfy all claims and receive all moneys in respect of the said Crown Lands Suspense Account and the said Crown Lands Department connected with or arising from lands situate in the said Province of Quebec.

XII. As to the Montreal harbour the said Arbitrators find that the debt due on account of four hundred and eighty-one thousand four hundred and twenty-five dollars and twenty-seven cents secured by debentures issued by the Montreal Harbour Commissioners has not been charged in the statement of the debt of the late Province of Canada. And they award, direct and adjudge, that should the Dominion of Canada hereafter pay anything by reason of the liability of the said Dominion on account of the said debentures, the said two Provinces shall repay to the said Dominion any sum so paid in the same proportions respectively, as the said Provinces are hereinbefore directed to bear and pay the excess on the thirtieth day of June, one thousand eight hundred and sixty seven, above sixty-two millions five hundred thousand dollars of the debt of the late Province of Canada.

XIII. That all the lands in either of the said Provinces of Ontario and Quebec respectively, surrendered by the Indians in consideration of annuities to them granted, which said annuities are included in the debt of the late Province of Canada, shall be the absolute property of the Province in which the said lands are respectively situate, free from any further claim upon, or charge to the said Province in which they are so situate, by the other of the said Provinces.

XIV. As to all the personal property being the joint property of the said Provinces of Ontario and Quebec, not hereinbefore specially mentioned, or dealt with and not appropriated by the said British North America Act, 1867, including the library of Parliament at Ottawa, the Arbitrators find that it is not expedient to divide the said properties or to divert them from the public purposes for which they are used and required by the Dominion of Canada. They, therefore, find and award that the value of the said properties is and shall be taken to be two hundred thousand dollars, and that the Dominion of Canada may retain and acquire the same properties on payment to the said Provinces of the said sum of two hundred thousand dollars in the same proportion as is mentioned in the first paragraph hereof, in respect to the excess of debt of the late Province of Canada, on the thirtieth day of June, one thousand eight hundred and sixty-seven, above sixty-two millions five hundred thousand dollars, that is to say, to Ontario the sum of one hundred and five thousand five hundred and forty-one dollars, and to Quebec the sum of ninety-four thousand four hundred and fifty-nine dollars, and upon such payment the Dominion of Canada shall become the absolute owner of the said properties. But should the Dominion of Canada not so acquire the said properties within two years from the date of this award the Province of Quebec may acquire the said properties by the payment, to the Province of Ontario, within three months from the expiration of the said two years, of the sum of one hundred and five thousand five hundred and forty-one dollars, and should the Province of Quebec not so acquire the said properties within the time aforesaid, the Province of Ontario shall, within three months next thereafter, pay to the Province of Quebec the sum of ninety-four thousand four hundred and fifty-nine dollars, and shall thereupon become the absolute owner of such properties.

XV. That the several sums awarded to be paid, and the several matters and things awarded and directed to be done by or with regard to the parties to this reference respectively as aforesaid, shall respectively be paid, received, done, accepted and taken as, and for full satisfaction and discharge, and as a final end and determination of the several matters aforesaid.

In witness whereof, the said John Hamilton Gray and David Lewis Macpherson, two of the said Arbitrators, have hereunto set their hands, this third day of September, in the year of our Lord one thousand eight hundred and seventy.

(Signed) J. H. GRAY,
(Signed) D. L. MACPHERSON.

Signed and published the third day of September, 1870, in presence of:

(Signed) CHRISTOPHER ROBINSON,
of the City of Toronto, Barrister-at-Law;
(Signed) FRED'K FINCH,
of the City of Toronto, Law Stationer.

TORONTO, March 22rd, 1872.

SIR,—I have the honour to enclose herewith a printed copy of the record of proceedings in the matter of the arbitration and award between the Provinces of Ontario and Quebec, as finally agreed upon by your Government, and accepted by the Government of Ontario.

I also enclose a form of Order in Council and Certificate to authenticate the copies required in the proceedings. If the form does not meet the approval of your Government, make such alteratrons as you desire, as soon as we have your reply the requisite number of copies will be authenticated and forwarded to you for interchange, so that the case may be proceeded with.

I have the honour to be,
Sir,
Your obedient servant,
A. MACKENZIE.

Hon. George Irvine, Quebec.

FORM OF ORDER IN COUNCIL.

Having considered the communications between the Treasurer of Ontario and the Solicitor-General of Quebec upon the subject of the settlement of the record of the proceedings, in the matter of arbitration and award, under the 142nd section of the British North America Act of 1867, between the Province of Ontario and the Province of Quebec, for the purpose of obtaining the determination of Her Most Gracious Majesty, under the advice of the Judicial Committee of Her Most Honourable Privy Council, and having considered the printed copy of the proposed record, as mutually agreed upon between the Treasurer and the Solicitor-General, the Committee advise that such record be approved of on the part of the Province of Ontario, and that four copies of the same be authenticated, under the great seal of this Province, according to the form appended hereto, two of the said copies for the use of this Province and two for the use of the Province of Quebec.

FORM OF CERTIFICATE.

This is to certify that the foregoing is a correct transcript of the record of proceedings in the matter of arbitration and award, under the 142nd section of the "British North America Act of 1867," between the Province of Ontario and the Province of Quebec, as approved of on the part of the said Province of Ontario by the Order of His Excellency the Lieutenant-Governor thereof, in Executive Council, dated the day of , and on the part of the said Province of Quebec, by the Order of His Excellency the Lieutenant-Governor thereof, in Executive Council, dated the day of

In testimony whereof, and under and by virtue of the said Order in Council, the great seal of the said Province of Ontario is hereunto affixed.

Witness the Honourable William Pearce Howland, a Companion of the Bath, Lieutenant Governor of the Province of Ontario, at Government House, this day of

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IN THE PRIVY COUNCIL.

In the Matter of Arbitration and Award under the 142nd Section of the British North America Act, 1867—Between the Province of Ontario, in the Dominion of Canada, and the Province of Quebec, in the Dominion of Canada.

RECORD OF PROCEEDINGS.

FIRST MEETING OF ARBITRATORS.

The Arbitrators appointed under the provisions of the 142nd section of "The British North America Act, 1867," met pursuant to notice in the Committee Room, No. 8, of the Parliament Buildings, House of Commons side, in the City of Ottawa, at noon on the 31st day of August, 1869. Present: The Honourable John Hamilton Gray, the Arbitrator chosen by the Government of Canada; the Honourable David Lewis Macpherson, the Arbitrator chosen by the Government of Ontario; and the Honourable Charles Dewey Day, the Arbitrator chosen by the Government of Quebec.

The Honourable Edmund Burke Wood, the Treasurer of the Province of Ontario, appeared on behalf of the Province of Ontario, and the Honourable Christopher Dunkin, the Treasurer of the Province of Quebec, appeared on behalf of the Province of Quebec, along with Mr. Ritchie, of Montreal, and Mr. Casault, of Quebec, as his counsel.

The Arbitrators ordered that the commissions appointing the said Arbitrators should be produced and read, and entered on the minutes; and they were produced and read accordingly, and are in the words following:—

(COMMISSIONS.)

CANADA.

[Seal] MONCK.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, &c.

To the Honourable John Hamilton Gray, of the City of St. John, in the Province of New Brunswick, in our Dominion of Canada, Esquire, and to all to whom these presents shall come, Greeting.

Whereas in and by the one hundred and forty-second section of "The British North America Act, 1867," it is enacted that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada should be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, one by the Government of Quebec, and one by the Government of Canada; and that the selection of the arbitrators should not be made until the Parliament of Canada and the Legislatures of Ontario and Quebec had met; and that the Arbitrator chosen by the Government of Canada should not be a resident either in Ontario or Quebec. And whereas the Parliament of Canada and the Legislatures of Ontario and Quebec have met.

And whereas one Arbitrator (to wit: The Honourable David Lewis Macpherson) has been chosen by the Government of Ontario, and one Arbitrator (to wit: The Honourable Charles Dewey Day) has been chosen by the Government of Quebec.

And whereas it is expedient that in pursuance of the said hereinbefore recited Act one Arbitrator should be chosen by the Government of Canada, for the purposes in the hereinbefore recited section of the said Act mentioned, and we have thought fit to appoint you the said John Hamilton Gray, not being a resident either in Ontario or Quebec, to be such Arbitrator.

Now know ye, that reposing especial trust in the loyalty, ability and integrity of you the said John Hamilton Gray, We of our especial grace and our good will and pleasure, and by and with the advice of our Privy Council for Canada, do by these presents nominate, constitute and appoint you, the said John Hamilton Gray, to be the one Arbitrator chosen by the Government of Canada in pursuance of and under the authority of the said one hundred and forty-second section of "The British North America Act, 1867," and for and on behalf of the Government of Canada, to arbitrate together with the arbitrators chosen by the Governments of Ontario and Quebec respectively, in all and every the matters referred in and by "The British North America Act, 1867, to such Arbitrators. And we hereby confer upon you full power and authority as such Arbitrator, as aforesaid, to act together with the other Arbitrators in the said recited section referred to, in and about the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, and concerning every matter and thing relating thereto: and to award thereon by virtue of "The British North America Act, 1867," and according to the true intent and meaning thereof.

To have and to hold the said office of arbitrator during our pleasure.

In Testimony whereof we have caused these our Letters to be made Patent, and the Great Seal of Canada to be hereunto affixed. Witness our Right Trusty and well beloved Cousin the Right Honourable Charles Stanley, Viscount Monck, Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of Ireland, and Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of the United Kingdom of Great Britain and Ireland, Governor General of Canada, &c., &c., &c.

At the Government House in our City of Ottawa, this twenty third day of May, in the year of our Lord one thousand eight hundred and sixty-eight, and in the thirty-first year of our reign.

By Command,

HECTOR L. LANGEVIN,

Secretary of State.

CANADA.

PROVINCE OF QUEBEC.

[Seal.] N. F. BELLEAU.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To the Honourable Charles Dewey Day, of the City of Montreal, in our Province of Quebec, Greeting.

Know you that, reposing trust and confidence in your loyalty, integrity and ability, We of Our Especial Grace, certain knowledge and mere motion, have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint you, the said

Charles Dewey Day, to be, under the provisions of an Act of the Parliament of the United Kingdom of Great Britain and Ireland, passed in the thirtieth year of our reign, entituled "An Act for the Union of Canada, Nova Scotia and New Brunswick, and the Government thereof, and for purposes connected therewith," the Arbitrator chosen by the Government of Quebec, for the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada,

To have, hold, exercise and enjoy the said office of Arbitrator, chosen by the Government of Quebec as aforesaid, unto you, the said Charles Dewey Day, with all and every the powers, authority, privileges, emoluments and advantages to the said office by law appertaining, during our royal pleasure. And we do hereby require that you, the said Charles Dewey Day, do report from time to time the result of your arbitrament, with all convenient speed, to the Lieutenant-Governor of the said Province of Quebec for the time being.

In Testimony whereof we have caused these our Letters to be made Patent, and the Great Seal of our said Province to be hereunto affixed.

Witness our Trusty and well beloved the Honourable Sir Narcisse Fortunat Belleau, Knight, Lieutenant-Governor of our said Province of Quebec, at Quebec, this thirtieth day of January, in the year of our Lord one thousand eight hundred and sixty-eight, and in the thirty-first year of our Reign.

By Command,

P. J. O. CHAUVEAU,
Secretary.

Recorded 4th February, 1868,
In Liber A., folio 28.
J. B. MEILLEUR, *Deputy-Registrar.*

PROVINCE OF ONTARIO.

[Seal.] H. W. STISTED.

VICTORIA, by the Grace of GOD, of the Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.

To the Honourable David Lewis Macpherson, of the City of Toronto, Esquire, and all to whom these presents shall come, Greeting.

WHEREAS, in and by the one hundred and forty-second Section of the British North America Act of 1867, it is enacted that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada should be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, one by the Government of Quebec, and one by the Government of Canada; and that the selection of the Arbitrators should not be made until the Parliament of Canada and the Legislatures of Ontario and Quebec had met; and that the arbitrator chosen by the Government of Canada should not be a resident either in Ontario or Quebec: And whereas the Parliament of Canada and the Legislatures of Ontario and Quebec have met; and it is right and convenient that the said division and adjustment should be proceeded with: Now know ye that reposing especial trust and confidence in the loyalty, ability and integrity of you, the said David Lewis Macpherson, WE, of our especial grace and of our will and pleasure, do by these presents nominate, constitute and appoint you, the said David Lewis Macpherson, to be the Arbitrator for and on behalf of the Government of our Province of Ontario, touching the said matters under the said statute. And we do hereby confer upon you full power and authority as such Arbitrator as aforesaid, to act together with the other arbitrators in the said recited section referred to, in and about the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, and concerning every matter and thing relating thereto, and to adjudicate and award thereon, by virtue of the said British North America Act of 1867, and according to the true intent and meaning thereof. To have and to hold the said office of Arbitrator as aforesaid during our pleasure.

In Testimony whereof we have caused these our Letters to be made Patent, and the Great Seal of our said Province of Ontario to be hereto affixed.

Witness, Henry William Stisted, Companion of the Most Honourable Order of the Bath, a Major-General in our Service, and Lieutenant-Governor of our Province of Ontario. At Toronto, the thirteenth day of January, in the year of our Lord one thousand eight hundred and sixty-eight, and in the thirty-first year of our Reign.

By Command,
M. C. CAMERON,
Secretary.

The Honourable Sir John Rose, Minister of Finance of Canada, being present, produced and fyled with the Arbitrators copies of certain Minutes of Council in reference to the public debt of the late Province of Canada* The Treasurers of Ontario and Quebec filed a Memorandum in relation to the same subject, which is as follows:—

* See Schedule No. 1 in Appendix.

"The Treasurers of Ontario and Quebec state that the above Orders in Council have not yet been formally acted upon by their respective Governments; but assent to the same being received, fyled and considered *ad interim* under reserve of their right hereafter to communicate to the Arbitrators such action of their Governments as shall be taken in the premises.

"E. B. WOOD,
"CHRIST. DUNKIN."

During the proceedings Mr. Langton, the Auditor-General of Canada, was sent for and questioned as to the matters under consideration.

After discussion, the Arbitrators adjourned until Thursday, the second day of September, at 10 o'clock a.m.

SECOND MEETING OF ARBITRATORS.

Thursday, the second day of September, 1869. The Arbitrators met pursuant to the adjournment. Present: The Honourable John Hamilton Gray, the Honourable David Lewis Macpherson, and the Honourable Charles Dewey Day, the Arbitrators; and the Honourable Mr. Wood on behalf of Ontario, and the Honourable Mr. Dunkin on behalf of Quebec.

After discussion, the Arbitrators ordered that the following statements should be prepared by Mr. Langton, the Auditor-General of Canada, and to be by him submitted and sent as follows:—

The Arbitrators direct that the following Statements be prepared:—

"1. A statement in detail by the Auditor-General of the assets enumerated in the Fourth Schedule to the British North America Act, 1867, with such observations in explanation thereof as he may think necessary.

"2. That the statement be communicated to the Treasurers of the two Provinces, and that they be called upon either to admit its correctness as enumerating the total assets to be divided under the Act, or to lay before the Arbitrators, in writing, such statements as may enable the Arbitrators to judge of its accuracy, and to add to or amend it if necessary.

"3. That a further statement be prepared by the Auditor-General of the sums which the Municipal Loan Fund of Upper Canada and of Lower Canada, respectively and all other accounts in the statements to be prepared, have yielded yearly, from the first day of January, 1863, up to the first day of July, 1867, respectively; and showing the annual per centage on the capital which has been paid on each; with any other statement of facts bearing on the value of the several items in the said statements which he may think necessary; and these to be communicated to the Treasurers of the two Provinces and to the Arbitrators as soon as possible."*

The Arbitrators then adjourned to Wednesday, the twenty-second day of September, 1869.

Afterwards, and before the twenty-second day of September, 1869, by mutual arrangement between the Arbitrators and all parties, the meeting for the twenty-second day of September, 1869, was postponed to the seventh day of October, 1869, and from the seventh day of October, 1869, to the twenty-third day of the same October.

THIRD MEETING OF ARBITRATORS.

The Arbitrators met at the City of Ottawa, at the place of their former meeting, on the twenty-third day of October, 1869, pursuant to arrangement between all parties. Present: The Honourable John Hamilton Gray, the Honourable David Lewis Macpherson, and the Honourable Charles Dewey Day, the Arbitrators. The Honourable Mr. Dunkin appeared on behalf of Quebec, and the Honourable Mr. Wood, with the Honourable John Hillyard Cameron as his Counsel, appeared on behalf of Ontario.

The Court of Arbitration proceeded with the reference, and after hearing arguments from Counsel in regard to the subject matter of the reference, and the discussions had in relation thereto, adjourned to Monday, the twenty-fifth day of October, 1869, at 11 o'clock a.m., at the same place.

FOURTH MEETING OF ARBITRATORS.

The Arbitrators met at the City of Ottawa, at the place of their former meetings, on the twenty-fifth day of October, 1869. Present: All the three Arbitrators. Messrs. Wood and Cameron appeared on behalf of Ontario, and Messrs. Dunkin and Ritchie on behalf of Quebec.

The Arbitrators, after hearing discussions and arguments from Counsel on both sides, upon the subject matter of the reference, adjourned to Tuesday, the twenty-sixth day of October, to meet at the same place, at 10 o'clock, a.m.

FIFTH MEETING OF ARBITRATORS.

The Arbitrators met pursuant to adjournment, at the City of Ottawa, at the place of their former meetings, on the twenty-sixth day of October, 1869. Present: All the Arbitrators. Messrs. Wood and Cameron appeared for Ontario, and Messrs. Dunkin and Ritchie for Quebec.

The Arbitrators proceeded with the reference, and after hearing arguments and discussions of Counsel on both sides, adjourned to next day, to meet at the same place at 11 o'clock a. m.

SIXTH MEETING OF ARBITRATORS.

The Arbitrators on the twenty-seventh day of October, 1869, met at the place and time aforesaid. Present: All the Arbitrators, when the Honourable Mr. Dunkin announced that he had resigned the office of Treasurer of Quebec, in accordance with the statement made by him informally on Monday last. Messrs. Casault with Mr. Ritchie appeared on behalf of Quebec, and Messrs. Wood and Cameron on behalf on Ontario.

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* See Schedule No. 2 in Appendix.

Mr. Casault stated that the Honourable Mr. Irvine was to have been present, but that unforseen circumstances had prevented his attending; however he was informed the Honourable Mr. Chauveau, the Premier of the Quebec Government, intended to be in Ottawa that day, and until receiving instructions from him Mr. Ritchie and himself declined assume to any definite responsibility in the matter, in consequence of the change in Mr. Dunkin's position.

Mr. Wood, the Treasurer of Ontario, and Mr. Cameron with him, stated that they were prepared to proceed, on behalf of Ontario, with full responsibility for the Government of Ontario.

The Arbitrators thereupon adjourned until five o'clock p. m.

SEVENTH MEETING OF ARBITRATORS.

At five o'clock on the same day and at the same place as last aforesaid, the three Arbitrators met. The Honourable Mr. Chauveau, the Premier of the Quebec Government, and with his Counsel, Messrs. Casault and Ritchie, appearing on behalf of Quebec, and Messrs. Wood and Cameron on behalf of Ontario, when after further hearing from both parties on the subject matter of the said reference, the Arbitrators made the following order:—

"The Counsel for the Provinces of Quebec and Ontario shall prepare and print their respective cases, and communicate them to each other for such observations in response as they may deem necessary. The cases shall be communicated to the Arbitrators (together with an authoritative declaration by the Governments of Quebec and Ontario respectively, of their agreement with the Dominion Government in the matter of the amount of debt of the Province of Canada), on or before the fifteenth day of January next.

"The Arbitrators may order either *mero motu*, or upon the suggestion of Counsel, an oral argument upon such points as they may deem necessary."*

*See Schedule No. 3, in Appendix.

The Arbitrators then adjourned to meet again on the day of the opening of the next Session of the Dominion Parliament (the fifteenth day of February, 1870), at noon.

EIGHTH MEETING OF ARBITRATORS.

The Arbitrators met at the City of Ottawa, on the fifteenth day of February, 1870, pursuant to the adjournment. All the Arbitrators were present. Messrs. Chauveau Casault, and Ritchie, and Mr. Drolet appeared on behalf of Quebec. Messrs. Wood and Cameron not appearing on behalf of Ontario, the Arbitrators adjourned until Thursday, the seventeenth day of February, 1870, at noon.

NINTH MEETING OF ARBITRATORS.

The Arbitrators met on the seventeenth day of February, 1870, at the City of Ottawa, pursuant to adjournment, in the rooms of the Civil Service Board. All the three Arbitrators were present. Messrs. Chauveau, the Premier of Quebec, and Robinson the Treasurer of Quebec, and Mr. Drolet, Accountant in the Treasury Department of Quebec, and with them their Counsel, Messrs. Casault and Ritchie, appeared on behalf of Quebec, and Messrs. Wood and Cameron on behalf of Ontario.

It appeared that the *Cases* of the two Provinces had been respectively interchanged, and also sent to the Arbitrators as required by the order of the 27th of October, 1869, but that no statement had been furnished of any settlement by the Provinces with the Dominion Government as to the definite amount of the debt, as required by that order.

Mr. Casault then addressed the Arbitrators as to the preliminary objection raised as to the jurisdiction of the Arbitrators over the debts and assets enumerated in the Fourth Schedule of the British North America Act, 1867. Mr. Cameron was heard in reply.

The Arbitrators reserved judgment until the next day, to which they then adjourned, to meet in the same place, at 11 o'clock a. m.

TENTH MEETING OF ARBITRATORS.

The Arbitrators met on the eighteenth day of February, at their last place of meeting, at 11 o'clock a. m., pursuant to adjournment. All the Arbitrators were present. The same persons appeared for Ontario and Quebec respectively as were present at the last meeting; when the Honourable Charles Dewey Day, the Arbitrator chosen by Quebec, delivered the opinion of the Court of Arbitrators on the point argued at the previous meeting, raised by the Counsel for Quebec, namely, "*that the Court of Arbitration had no jurisdiction over the subject matter of the assets enumerated in the Fourth Schedule to the British North America Act,* 1867," and the following judgment was unanimously pronounced by the Court of Arbitration:—

"The Arbitrators having heard Counsel upon the objection raised, in behalf of the Government of Quebec, to their jurisdiction over the subject matter of the assets enumerated in Schedule Four of the British North America Act, 1867, and duly considered the question, are of opinion, and do adjudge, that the assets so enumerated make part of the property and assets, the division and adjustment whereof has been referred to them under the provisions of Section 142 of the said Act; and that they have by the said Act authority to divide and adjust the same."

Mr. Cameron then on behalf of Ontario proposed to go into the argument upon the proposition as to *the principle or mode of the apportionment of the excess of debt over and above* $62,500,000 *of the late Province of Canada between Ontario and Quebec, and the division between them of the assets belonging to the late Province of Canada, under the British North America Act*, 1867; to which Messrs. Casault and Ritchie objected, contending that such a course would be exceptional.

After hearing Counsel on both sides as to whether the hearing of the argument on that point (the principle and mode of apportionment of the excess of debt and the division of the assets), and a decision thereon at that stage of the arbitration would or would not expedite the business, the Arbitrators reserved judgment until the next meeting.

The Arbitrators then adjourned until Monday the twentieth day of February, 1870, at 11 o'clock a.m.

ELEVENTH MEETING OF ARBITRATORS.

The Arbitrators met at the place last aforesaid, on the twentieth day of February, 1870, at 11 o'clock a.m., pursuant to adjournment. All the Arbitrators were present. The same persons were present for Ontario and Quebec respectively, as were present at the last meeting.

The Arbitrators declared their opinion that it was not desirable to interfere with the ordinary mode of proceedings in such cases; and that therefore they would not at present hear the argument upon the point raised by Mr. Cameron and objected to by Quebec.

By agreement the Counsel proceeded to the argument on the claim of Quebec to charge against Ontario the capitalized portion of the "Indian Annuities."

Messrs. Casault and Ritchie were heard for Quebec, and Mr Cameron for Ontario. The argument was closed, and the Arbitrators adjourned untill next day, to meet at 11 o'clock a.m.

TWELFTH MEETING OF ARBITRATORS.

The Arbitrators met at the place last aforesaid, on Tuesday, the twenty-first day of February, 1870, at 11 o'clock a.m. All the Arbitrators were present. The same persons appeared, and along with them the Honourable Mr. Chauveau, the Premier of Quebec, and the Honourable Mr. Beaubien, the Commissioner of Crown Lands for Quebec, on behalf of Quebec. Mr. Wood and Mr. Cameron appeared on behalf of Ontario.

The Counsel selected and proceeded with the argument as to *the principle and mode of the apportionment of the excess of the debt of the late Province of Canada over and above $62,500,000, and of the division of the assets belonging to the late Province of Canada, under the British North America Act*, 1867.

Mr. Cameron opened the case, and closed his argument on behalf of Ontario, contending that the basis of population or the basis of the origin of local debts, was the correct and proper principle and mode on which such apportionment and division should take place.

Counsel for Quebec to be heard the next day.

The Court of Arbitration adjourned, to meet at the same place next day, at 11 o'clock a.m.

THIRTEENTH MEETING OF ARBITRATORS.

The Arbitrators met on Wednesday, the twenty-second day of February, 1870, at their last place of meeting, at 11 o'clock a.m., pursuant to adjournment. All the Arbitrators were present. The same persons who at the last preceding meeting appeared on behalf of Ontario and Quebec respectively were present.

Mr. Casault was heard in answer to Mr. Cameron on behalf of Quebec, on the principle and mode of the apportionment of the excess of debt and the division of assets.

The Arbitrators then adjourned, to meet at the same place on Friday, the twenty-fifth day of February, 1870, at 11 o'clock a.m.

FOURTEENTH MEETING OF ARBITRATORS.

The Arbitrators met on Friday, the twenty-fifth day of February, 1870, at their last place of meeting, at 11 o'clock a. m. pursuant to adjournment. All the Arbitrators were present, and the same persons who at the last preceding meeting appeared on behalf of Ontario and Quebec respectively were present.

Mr. Ritchie was heard in support of Mr. Casault on behalf of Quebec.

Mr. Cameron and Mr. Wood were heard in reply on behalf of Ontario, and the argument was closed on both sides.

The Arbitrators adjourned, to meet next day, Saturday, the twenty-sixth day of February, 1870, at the same place at noon.

FIFTEENTH MEETING OF ARBITRATORS.

The Arbitrators met on Saturday, the twenty-sixth day of February, 1870, at their last place of meeting, at noon, pursuant to adjournment. All the Arbitrators were present. Counsel and other officials interested appeared as at the last preceding meeting.

The Arbitrators, after some time spent in the consideration of the questions submitted, agreed that it was necessary to take time to look into the points raised, and the arguments offered for and against the same; and they intimated that they hoped they would be prepared to announce their decision thereon on the Monday then following, the twenty-eighth day of February, 1870.

The Arbitrators then adjourned, to meet at the same place on Monday, the twenty-eighth day of February, 1870, at 1 o'clock a.m.

SIXTEENTH MEETING OF ARBITRATORS.

The Arbitrators met on Monday, the twenty-eighth day of February, 1870, at their last place of meeting, at 11 o'clock a.m. All the Arbitrators were present. Counsel appeared on behalf of Ontario and Quebec respectively.

The Arbitrators declared to the Counsel and Treasurers of the two Provinces that they were not prepared to give a decision on the points argued, and that they should adjourn, and would notify the Counsel at some future day when they would be prepared to meet again.

The Arbitrators adjourned accordingly.

SEVENTEENTH MEETING OF ARBITRATORS.

The Arbitrators met at the City of Montreal, on the twenty-sixth day of May, 1870, for consultation on the points and arguments submitted on *the principle and mode of the apportionment of the excess of debt over and above* $62,500,000, *and the division of assets belonging to the late Province of Canada*, pursuant to arrangement between the Arbitrators, all of whom were present.

A letter from Messrs. Casault and Ritchie, addressed to the Arbitrators, was received, enquiring whether two printed pamphlets, one purporting to be "Mr. Wood's argument before the Arbitrators," the other styled "Proceedings of the Provincial Arbitrators Ontario and Quebec," are to be received by the Arbitrators. Secondly: Whether the publication of the latter had been authorized by them, and whether such Report is correct? Whereupon the following minute was agreed to:—

"1. That the said pamphlets had been received, but had not been accepted by the Arbitrators as part of the proceedings before them.

"2. That the publication of the pamphlet styled "Proceedings of Provincial Arbitrators Ontario and Quebec" was not authorized by them, and that they are not prepared to to enter into a comparison of the alleged Report with their Record of proceedings.

"3. That a copy of this minute be forwarded to the Counsel both for Ontario and Quebec."

The Arbitrators then proceeded to discuss among themselves the questions and arguments submitted on the said principle and mode of apportionment of debt and division of assets, and severally read and commented upon their various opinions which they had reduced to writing.

The Arbitrators adjourned at six o'clock p.m., to meet the next day.

EIGHTEENTH MEETING OF ARBITRATORS.

The Arbitrators met on Friday, the twenty-seventh day of May, 1870, pursuant to adjournment, all being present; and continued their investigations and discussions, and adjourned at six o'clock p.m., to meet the next day.

NINETEENTH MEETING OF ARBITRATORS.

The Arbitrators met on Saturday, the twenty-eighth day of May, 1870, and continued their investigations and discussions.

The Honourable Charles Dewey Day submitted the following propositions:—

"1. It is proposed that the relation of Upper and Lower Canada, created by the Union Act, of 1840, be regarded as an association in the nature of a universal partnership; and that the division and adjustment of the debts and assets under the British North America Act, 1867, be made according to the rules which govern in such associations, in so far as they can be made to apply.

"2. It is proposed that the state of indebtedness of each of the Provinces of Upper and Lower Canada at the time of the Union in 1841, be taken into consideration by the Arbitrators, with a view to charge the Provinces of Ontario and Quebec respectively, with the debt due by Upper Canada and Lower Canada respectively at that time; and that the remainder of the surplus debt (excess of debt of the late Province of Canada over and above $62,500,000), after such debts have been deducted from it (and charged to the respective Provinces), be equally divided between the said Provinces.

"3. It is proposed that the assets specified in the Fourth Schedule to the British North America Act, 1867, and all other assets to be divided and adjusted under the authority of that Act, be divided equally, according to their value;"

Upon the question on the first proposition of the Honourable Charles Dewey Day being put, it was negatived as follows: For the proposition, the Honourable Charles Dewey Day; against it, the Honourable David Lewis Macpherson and the Honourable John Hamilton Gray.

Upon the question on the second proposition of the Honourable Charles Dewey Day being put, it was negatived as follows: For the second proposition, the Honourable Charles Dewey Day; against it, the Honourable David Lewis Macpherson and the Honourable John Hamilton Gray.

Upon the question on the third proposition of the Honourable Charles Dewey Day being put, it was decided in the negative as follows: For the third proposition, the Honourable Charles Dewey Day; against it, the Honourable David Lewis Macpherson and the Honourable John Hamilton Gray.

So the whole three propositions of the Honourable Charles Dewey Day were rejected.

The Honourable David Lewis Macpherson then submitted the following grounds of dissent to the above propositions of the Honourable Charles Dewey Day, which were entered on the Minutes of the Proceedings of the Arbitrators, viz.:

"1. Because, in his opinion, the Union of 1841 between Upper Canada and Lower Canada was not analogous to an ordinary association or partnership between individuals, and that the rules of law applicable to the latter are not applicable to a political union, effected by the authority of a Parliamentary power, between two Provinces.

"2. Because, in his opinion, the Arbitrators have no authority to inquire into or consider the financial condition of Upper Canada and Lower Canada respectively, anterior to or at the time of their union in 1841, with a view of rectifying, at the expense of Ontario, any supposed advantage alleged by the Counsel for Quebec—alleged unjustly, in his (Mr. Macpherson's) opinion—to have accrued to Upper Canada under the Union Act of 1840.

"3. Because, in his opinion, if the Arbitrators were to do so, they would transcend their power, and would inflict gross injustice on Ontario, by imposing upon that Province eleven-fourteenths of the whole surplus debt (that is, the excess of the debt of the late Province of Canada over and above $62,500,000), or reducing it to figures, and assuming the excess of debt to be $10,500,000, it would cast upon Ontario the sum of $8,250,000, and upon Quebec $2,250,000.

"4. Because, in his opinion, while the propositions of the Honourable Charles Dewey Day profess to favour an equal division of the debts and assets, the result of a division under them would be most unequal and unjust, inasmuch as Quebec would get one-half the value of the assets, while required to bear only three-fourteenths of the surplus debt."

The Honourable David Lewis Macpherson then submitted the following proposition, namely:—

"That the division and adjustment of the surplus debt, and of the assets owned conjointly by Ontario and Quebec, be upon the basis of the population of those Provinces as shown by the census of 1861."

Upon the question on this proposition being put, it was negatived on the following decision:—For the proposition, the Honourable David Lewis Macpherson; against it, the Honourable Charles Dewey Day and the Honourable John Hamilton Gray.

So the proposition of the Honourable David Lewis Macpherson was rejected.

The Honourable John Hamilton Gray then expressed his reasons for dissenting from the propositions laid down by the Honourable Charles Dewey Day, which were entered on the Minutes of the Proceedings of the Arbitrators, as follows :—

"Because, for the reasons already assigned, he thinks the Union of Upper and Lower Canada by the Imperial Act of 1840 cannot be likened to a partnership or mercantile association of any character, and that the Arbitrators have no power and ought not to enter into the consideration of the political or financial state of Upper and Lower Canada previous to the Union, or the equivalents or inducements influencing the Imperial Government or the Provinces, which led to it. That the Union of 1841, in pursuance of that Act, concludes all enquiry into matters antecedent thereto, and that from that time, for all purposes now under their consideration, Upper and Lower Canada must be regarded as one, and the present division and adjustment be decided on grounds entirely irrespective of the position of either Upper or Lower Canada at the time of the Union."

He then submitted the following proposition :—

"That the division and adjustment of the surplus debt and assets, owned conjointly by Ontario and Quebec, and enumerated in Schedule Four of the British North America Act, 1867, be based upon the origin of the debts, and that the expenditure made in creating each of said assets be taken as the value thereof; the Arbitrators having no right to enquire into or adjudicate upon the policy or advantages of expenditures made by authority of Parliament."

Upon the question on this proposition being put, it was affirmed on the following division :—For the proposition, the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson; against it the Honourable Charles Dewey Day. So the proposition of the Honourable John Hamilton Gray passed in the affirmative.

The Honourable David Lewis Macpherson at the same time submitted the following Memorandum, to be entered on the Minutes of the Proceedings of the Arbitrators, which was accordingly done, viz :—

"That while adhering to his preference for population as the basis for division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, he nevertheless assents to Colonel Gray's proposition, with a view of arriving at a basis, and believing that under it a just award may be made."

It was then ordered that the following judgment be communicated to the counsel of both Provinces.

JUDGMENT.

The Arbitrators under the British North America Act, 1867, having carefully considered the statements made and the propositions submitted respectively by and on the behalf of the Provinces of Ontario and Quebec, and having heard counsel at length thereupon, do award and adjudge as follows :—

"1. That the Imperial Act of Union, 3rd and 4th Victoria, chap. 35, did not create in fact or in law any partnership between Upper and Lower Canada, nor any such relations as arise from a state of co-partnership between individuals.

"2. That the arbitrators have no power or authority to enter upon any enquiry into the relative state of the debts and credits of the Provinces of Upper and Lower Canada respectively at the time of their union in 1841 into the Province of Canada.

"3. That the division and adjustment between Ontario and Quebec of the surplus debt —beyond $62,500,000—for which under the 112th Section of the B. N. A. Act, 1867, Ontario and Quebec are jointly liable to Canada, shall be based upon the origin of the several items of the debts incurred by the creation of the assets mentioned in the fourth schedule to that Act, and shall be apportioned and borne separately by Ontario and Quebec as the same may be adjudged to have been originated for the local benefit of either; and where the debt has been incurred in the creation of an asset for the common benefit of both Provinces, and shall be so adjudged, such debt shall be divided and borne equally by both.

"4. That where the debt under consideration shall not come within the purview of the fourth schedule, whether the same shall or shall not have left an asset, reference shall be had to its origin under the same rule as in the last preceding section laid down.

"5. That the assets enumerated in the fourth schedule to the B.N.A. Act, 1867, and declared by the 113th section to be the property of Ontario and Quebec conjointly, shall be divided and adjusted, and appropriated or allowed for, upon the same basis.

"6. That the expenditure made by the creation of each of the said assets, shall be taken as the value thereof: and where no asset has been left, the amount paid shall be taken as the debt incurred—the arbitrators having no right to enter into or adjudicate upon the policy or advantages of expenditures or debts incurred by authority of, and passed upon by Parliament.

"7. It is therefore ordered that, in accordance with the above decision, the counsel for the said Provinces of Ontario and Quebec do proceed with their respective cases.

"J. H. GRAY,
"D. L. MACPHERSON.
"Judge Day *dissentient.*

"Montreal, May, 28, 1870."

The Arbitrators then adjourned to meet at Montreal on some future day to be agreed on.

The Honourable Charles Dewey Day, subsequently to the adjournment, requested that the decision arrived at should not be communicated to counsel until he could be heard from in a few days.

Subsequently the Honourable Charles Dewy Day sent to the other two arbitrators, to be entered upon the minutes of the proceeding of the Arbitrators, his dissent from the foregoing judgment or decision, which is as follows:—

DISSENT

of the Honourable Charles Dewey Day to the foregoing decision of the Arbitrators.

"The undersigned Arbitrator dissents from the foregoing award and judgment of the Hon. D. L. Macpherson and the Hon J. H. Gray, two of the Arbitrators appointed under the B. N. A. Act, 1867.

"1. Because the said award and judgment purports to be founded on propositions which in the opinion of the undersigned, are erroneous in fact and in law, and inconsistent with the just rights of the Province of Quebec.

"2. Because the relation of the Provinces of Upper and Lower Canada, created by the Union of 1841, ought to be regarded as an association in the nature of a universal partnership, and the rules for the division and adjustment of the debts and assets of Upper and Lower Canada, under the authority of the said Act, ought to be those which govern such associations, in so far as they can be made to apply in the present case.

"3. Because the state of indebtedness of each of the Provinces of Upper and Lower Canada, at the time of the Union of 1841, ought to be taken into consideration by the Arbitrators, with a view to charge the Provinces of Ontario and Quebec respectively with the debt due by each of the Provinces of Upper and Lower Canada at that time—and the remainder of the surplus debt of the late Province of Canada ought to be equally divided between the said Provinces of Ontario and Quebec.

"4. Because the assets specified in Schedule Four, and all other assets to be divided under authority of the said Act, ought to be divided equally, according to their value.

"5. And therefore the undersigned presents an award and judgment based upon his foregoing propositions, and upon the reasons assigned in his printed opinion (marked B.) in the terms following, which in his view of the case ought to be rendered, namely:—The Arbitrators, under the B. N. A. Act, 1867, having seen and examined the propositions submitted on the part of the Provinces of Ontario and Quebec respectively, for the division and adjustment of the debts and assets of Upper Canada and Lower Canada, under the authority of the said Act, and having heard counsel for the said Provinces respectively upon each of the said propositions, after due consideration thereof, are of opinion that the propositions submitted on behalf of the Province of Ontario do not, nor does either of them, furnish any legal or sufficient rule or just basis for such division and adjustment; and they do award and adjudge that the said division and adjustment ought to be made according to the rules which govern the partition of the debts and property of associations known as universal partnerships in so far as such rules can be made to apply. And the Arbitrators having also heard counsel for the Provinces of Ontario and Quebec respectively, upon the objection made in behalf of the former Province to the jurisdiction and authority of the Arbitrators to enquire into the state of the debts or credits of the Provinces of Upper and Lower Canada prior to the Union of 1841, or to deal in any way with either the debts or credits with which either Province came into the Union at that time, and duly considered the same, are of opinion that the said objection is unfounded, and that they have authority and are bound by the provisions of the said Act to enquire into the state of the debts and credits of the Provinces of Upper and Lower Canada, existing at the time of the Union of 1841, and so to deal with them as it may be necessary for a just, lawful and complete division and adjustment of the debts and assets of the said Provinces. And thereupon it is ordered that the counsel for the Provinces of Ontario and Quebec do proceed, in accordance with the foregoing judgment, to submit such statements in support of their respective claims as they may deem expedient.

" C. D. DAY,
" *Arbitrator.*"

TWENTIETH MEETING OF ARBITRATORS.

The Arbitrators met at the City of Montreal, in the room of the Court of Appeals, on the fifth day of July, 1870, pursuant to agreement and notice to all parties. All the Arbitrators were present. There appeared on behalf of Quebec the Honourable Mr. Robertson, Treasurer, the Honourable Mr Chauveau, Premier, the Honourable Mr. Irvine, Solicitor-General, and Mr. Ritchie; and on behalf of Ontario, the Honourable J. Sandfield Macdonald, Premier, the Honourable Mr. Wood, Treasurer, and the Honourable J. Hillyard Cameron.

The Honourable John Hamilton Gray submitted a communication from the Government of Quebec, that had been addressed to each of the Arbitrators separately, which was read, and is as follows:

" Copy of a report of a Committee of the Honourable the Executive Council, approved by His Excellency the Lieutenant-Governor in Council, on the 6th day of June, 1870.

" No. 131. On the requirements of the British North America Act of 1867, respecting the Judgment of the Arbitrators.

" The Honourable the Treasurer of the Province reports that it is the opinion of the law officers of the Crown that, whereas the 142nd Section of the B. N. A. Act of 1867 enacts that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada shall be referred to the arbitrament of three Arbitrators, it is essential to validity of any decision to be given by such Arbitrators, that their judgment should be unanimously concurred in. He, therefore, recommends that a despatch be transmitted to His Excellency the Governor-General with the views of this Government, and requesting that no judgment of the said Arbitrators which is not so unanimously concurred in be received.

" The Committee concur in the forgoing report, and submit the same for the Lieutenant-Governor's approval.

" FELIX FORTIER,
" *C. E. C.*"

" PROVINCE OF QUEBEC,
SECRETARY'S OFFICE, QUEBEC, 6th June, 1870.

" SIR,—I have the honour to transmit for your information copy of an Order in Council approved by His Excellency the Lieutenant-Governor of this Province, and on which a despatch has been founded and transmitted to His Excellency the Governor-General.

" I have the honour to be, Sir,
" Your most obedient servant,
" T. J. JOLICŒUR,
" *Asst. Prov. Sec.*

" To the Hon. J. H. Gray.

After the reading of the foregoing papers, an irregular discussion took place between the counsel on both sides, as to the order of proceedings, in which considerable time was spent without any definite conclusion having been arrived at.

The Arbitrators then adjourned, to meet again at the same place the next day, at ten o'clock, a. m.

TWENTY-FIRST MEETING OF ARBITRATORS.

The Arbitrators met at the place of their last preceding meeting on Wednesday, the 6th day of July, 1870, pursuant to adjournment. All the Arbitrators were present, as also all the parties for Ontario and Quebec respectively as were present on the last preceding meeting.

The Honourable J. Hillyard Cameron called upon the Arbitrators to pronounce their decision upon the points argued before them in the month of February, 1870, and upon which it was understood a judgment would be delivered at the present meeting

The Honourable Mr. Irvine demanded that before any decision on these points was delivered, counsel on behalf of Quebec should be heard on the point of "unanimity" raised by the Government of Quebec. After hearing arguments of counsel on both sides on this point, the Arbitrators delivered their opinion *seriatim*.

Honourable Charles Dewey Day was of opinion that counsel should be heard on the question of unanimity before the formal announcement of the said decision.

The Honourable David Lewis Macpherson was of opinion that the decision should be announced at once.

The Honourable John Hamilton Gray concurred in the views of the Honourable Charles Dewey Day, that, before the decision was announced, the argument of Counsel should be heard on the question of unanimity.

A majority deciding in favour of the proposition of Quebec, the argument was proceeded with.

Messrs. Ritchie and Irvine were heard on behalf of Quebec, and Messrs. Cameron and Wood on behalf of Ontario; and Mr. Irvine was heard in reply.

The Arbitrators then adjourned until the next day at ten o'clock a. m.

TWENTY-SECOND MEETING OF ARBITRATORS.

The Arbitrators met at the place of their last meeting on the seventh day of July, 1870. Present : All the Arbitrators and all the parties as at the last preceding meeting.

The Arbitrators stated that, in consequence of the Honourable Charles Dewey Day not feeling very well, they should adjourn until the next day at ten o'clock a.m.

TWENTY-THIRD MEETING OF ARBITRATORS.

The Arbitrators met at the place of their last meeting on the eighth day of July, 1870, at ten o'clock a.m., pursuant to adjournment. Present : All the Arbitrators and all parties as at the last preceding meeting, with the exception of Messrs. Robertson and Irvine.

The Arbitrators announced that there was a difference of opinion between them respecting the delivery of any preliminary judgment ; the Arbitrator for Ontario contending that the judgment should be delivered ; the Arbitrator for Quebec, on the other hand, being of opinion that it should be reserved until the final hearing of all arguments on both sides, when it might be delivered or not, as rendered necessary or unnecessary by the points raised being otherwise disposed of, or remaining to be adjudicated upon. The Arbitrator appointed by the Dominion thereupon desired an adjournment until next day, at eleven o'clock, to determine as to the course to be pursued ; and an adjournment took place accordingly.

TWENTY-FOURTH MEETING OF ARBITRATORS.

The Arbitrators met at the place of their last meeting on the ninth day of July, 1870, at eleven o'clock a.m., pursuant to adjournment. All the Arbitrators were present, and all parties as at the last preceding meeting.

The Honourable John Hamilton Gray, the Arbitrator appointed by the Dominion, then read the following opinion respecting the delivery of the judgment or decision of the Arbitrators on the points argued in the month of February last, as follows :

OPINION OF THE ARBITRATOR appointed by the Dominion Government.

" In deciding on the point of difference between my two colleagues, it is necessary briefly to recur to certain facts. In the arguments that took place at Ottawa, in February last, upon the different modes for the adjustment and division of the debts and assets referred to us under the 142nd Section of the B. N. A. Act, the Arbitrators were called upon by the Counsel for Ontario to dispose of, in the first instance, the important question of partnership raised by the Counsel for Quebec. This was objected to by the latter, and, after consideration, the Arbitrators on the following day sustained the objection. The arguments were then continued for several days by the counsel on both sides, and the several modes of division suggested by Ontario and Quebec, including the above question of partnership, were fully discussed, some of the members of the Government of each of these Provinces being present each day ; and the Arbitrators, at the close of the argument, were urgently pressed by the counsel on both sides to determine and declare the mode under which the division and adjustment should proceed, as preliminary to any further action, notwithstanding that the Arbitrators had previously expressed their opinion that decisions on these preliminary points were not desirable, but that it would be better to go on, enter fully into the case on both sides, and decide upon the whole as ultimately might be deemed right.

" In accordance with the wishes expressed both by Ontario and Quebec, and solely in accordance with those wishes, the Arbitrators did proceed to consider the questions submitted and the arguments, and after a long and laborious consultation, extending over several days, held at Montreal in May last, came to a decision, but which decision was not unanimous. That decision was by the three Arbitrators ordered to be entered in the minute book, and to be communicated to the counsel for the two Provinces respectively. At the subsequent request of the Arbitrator for Quebec, made to the other two Arbitrators separately after their adjournment on the 28th May last, that communication was delayed for a short time, and was, on further request, still further delayed. The decision was entered as directed. About the 16th June last, the Arbitrators severally received from the Government of Quebec a Minute of Council of that Government, expressing the opinion of the law officers of that Government, that it was essential to the validity of any decision by the Arbitrators that their judgment should be unanimously concurred in.

" The communication of the decision arrived at on the 28th May last, was therefore postponed until the action of the Arbitrators could be determined on this point at their meeting, which was to take place at Montreal, on the first Tuesday in July, though the Arbitrator for Ontario demanded that the counsel of both Governments should have the decision communicated to them in obedience to the order made in that behalf, and unanimously concurred in by all the Arbitrators.

" On the first day of the meeting in July, at Montreal, the fact of the receipt of this communication from the Government of Quebec was announced. A demand was then made on behalf of the Government of Quebec, that counsel should forthwith be heard on that point ; and after denial by the counsel for Ontario of the right of the Government of Quebec to make any communication to the Arbitrators which was not at the same time made to the counsel or Government of Ontario, and a demand made that a decision arrived at in May last should be first declared, the question was submitted and the Arbitrators decided by a majority that Quebec should be heard on the point of unanimity.

" After full argument, the Arbitrators adjourned until the 7th, and then further adjourned until the 8th. At the meeting on the 8th, the Arbitrator appointed by the Dominion, announced that there was a difference of opinion between his colleagues. That the Arbitrator for Quebec expressed his objection to the announcement of the decision arrived at on the 28th

May last, or of any other preliminary decision hereafter, and reiterated the views on the impolicy of such a course, already stated by him, but which course at the request of the counsel on both sides had been departed from; further adding his belief that such announcement would tend to prevent a harmonious conclusion. That the Arbitrator for Ontario, on the contrary, contended that, at the request of both parties, they had come to a decision; that the decision had already been communicated unofficially by both Arbitrators to their respective Governments: that those Governments had a right to its announcement, and that it was the duty of the Arbitrators to make the communication previously ordered. That all efforts to produce an agreement between his colleagues had failed, and that it was therefore necessary for him to take twenty-four hours to consider the course he should pursue.

"A discussion, as you are aware, arose on this statement, but resulted in no amicable arrangement, and I have now to decide.

"If this was a private matter there would be no difficulty about it. Parties having agreed to a reference, and having requested a decision, whether interlocutory or final, must take it unless by consent it is abandoned.

"The point now to be considered is, whether in an important public matter, such as this arbitration between Ontario and Quebec, sufficient grounds exist for a departure from the ordinary mode.

"I have exhausted every effort to bring about an agreement on this point between my two colleagues and have delayed giving any opinion until compelled by the necessity of the arbitration being either abandoned or proceeded with. A week has elapsed in unavailing efforts to do so, and I am most reluctantly compelled to decide.

"I have to observe that the decision of the 28th May last is not final. It is not like an award of the arbitrators on the division and adjustment. It is only an opinion of the majority of them as to the best mode to proceed in the division. If in working it out it is found to operate unfairly, it is open to be reviewed and rescinded, and such other mode adopted as may be shown to lead to a fairer result. It is admitted by the Arbitrator for Quebec that in proceeding under this mode, the enquiry will necessarily expand itself into the consideration of much that would be embraced under the view of partnership advocated by himself; but it does not admit the existence of a partnership, or limit the investigation to the rules which would govern a partnership.

"No application has been made to have the matter re-heard or re-argued, or any grounds taken or alleged to set aside the decision, or any reason assigned why it should not be pronounced at this meeting, save that one party does not wish it, and that its delivery may tend to prevent a harmonious conclusion. If both parties would assent to this, there would be an end of the matter, for clearly every effort should be made to attain that end.

"The third Arbitrator undoubtedly has a discretion, but the exercise of that discretion must be on reasonable grounds. It should not be the mere expression of an arbitrary will. One party demands the delivery of the decision at the meeting as part of the compact on which the arguments were heard and the discussion took place. The other admits the compact, but objects to its being carried out.

"The power to withhold judgments ready to be pronounced is frequently exercised by tribunals and judges, when it is manifest the interests of the parties concerned will be promoted; but it is generally by consent, and never against the will of one of the parties, without good cause shown.

"The decision in this case was communicated by both Arbitrators to their respective Governments unofficially, and I cannot see any objection to doing openly what each one has in that respect undertaken to do in his individual capacity.

"When the judgment is formally pronounced, it will then be optional with either Government to assign the grounds of objection, and move for a re-hearing or rescinding.

"No party will go on with a reference or argument if after both parties have agreed to the submission, and have been heard – one may render it nugatory, the moment he learns the result.

"I have been most desirous to concur with the views expressed by the Arbitrator for Quebec; but I have sought in vain for some rational ground on which, if compelled to decide, a refusal to announce the decision on the 28th of May last could be based.

"I cannot find that the decision will inflict any wrong on the party objecting. It is not conclusive. It is a mere mode of enquiry, and open to correction. The decision made by us is no iron rule, but simply in the light of a guide to be construed liberally.

"It is now earnestly to be hoped that, in view of the great interests at stake, the parties will proceed without further delay, and that both will unite in endeavouring to effect a just distribution by the mode recommended, or failing that, by some other mode.

"I agree, therefore, with Mr. Macpherson, that the decision arrived at on the 28th of May last, should be formally announced to the counsel and Provinces concerned.

"J. H. Gray."

After the foregoing expression of opinion, the Honourable Charles Dewey Day stated that he could no longer act in the arbitration, as he could not agree in the decision; and that he had therefore, that morning placed his resignation in the hands of the Government of Quebec He thereupon handed to Messrs. Macpherson and Gray a written notice to that effect, and withdrew

Mr. Chauveau then stated that his Government had received the Honourable Charles Dewey Day's resignation.

On the motion of Mr. Cameron, the decision of the 28th of May was formally read and pronounced.

The Honourable Charles Dewey Day's dissent thereto was also read.

Mr. Ritchie then presented and requested the following memorandum to be filed:—

"The undersigned of Counsel for the Province of Quebec hereby respectfully represents that the Honourable John Hamilton Gray, the Arbitrator appointed by the Government of Canada, under the provisions of the B. N. A. Act, 1867, has become and now is disqualified to act as Arbitrator, inasmuch as the said the Honourable John Hamilton Gray is now, and for a considerable time past has been, a resident of Ontario; and prays that all proceedings upon this arbitration be stayed until the Government of Canada shall have appointed a duly qualified Arbitrator in the place and stead of the Honourable John Hamilton Gray, so disqualified as aforesaid.

"T. W Ritchie,
"*Of Counsel for Quebec.*

"Montreal, 9th July, 1870."

Mr. Ritchie also presented the following memorandum, requesting it to be filed, it being as follows:—

"The Province of Quebec respectfully excepts to the decision now rendered by the Honourable John Hamilton Gray and David Lewis Macpherson, two of the Arbitrators, as not being a valid judgment—not being that of the Arbitrators.

"T. W. Ritchie,
"*Of Counsel for Quebec.*

"Montreal, July 9th, 1870."

The Arbitrators then adjourned to meet again the same day at four o'clock p.m.

TWENTY-FIFTH MEETING OF ARBITRATORS

The Arbitrators met on the same day as the last preceding meeting, at four o'clock p.m., pursuant to adjournment. Present—The Honourable David Lewis Macpherson and the Honourable John Hamilton Gray. Messrs. Wood and Cameron, and the Attorney-General for Ontario were present on behalf of Ontario, and Mr. Ritchie appeared on behalf of Quebec.

The Attorney-General for Ontario proposed to proceed with the investigation. The Arbitrators declined to take further proceedings that day, and decided to adjourn, to meet again at Montreal, on some future day to be agreed upon and to be notified to all parties.

TWENTY-SIXTH MEETING OF ARBITRATORS.

The Arbitrators met at the St. Lawrence Hall, in the City of Montreal, on the twenty-first day of July, 1870, at two o'clock p.m., pursuant to notice duly given to all parties. The

Arbitrators present were the Honourable David Lewis Macpherson and the Honourable John Hamilton Gray. The Honourable John Hillyard Cameron, the Honourable John Sandfield Macdonald and the Honourable E. B. Wood were present on behalf of Ontario, and the Honourable George Irvine, Solicitor-General, and T. W. Ritchie, Esq., appeared on behalf of Quebec

The notice to the Honourable Charles Dewey Day of the meeting to be held that day was then produced and read; the same having been duly posted, and is as follows:—

"TORONTO, July 12th, 1870.

"DEAR SIR.—We beg to notify you that we shall meet at the St. Lawrence Hall Hotel, in Montreal, on Thursday, the twenty-first instant, at two o'clock in the afternoon, to proceed with the arbitration between Ontario and Quebec, under the B. N. A. Act, 1867.

"We are, dear Sir,
Yours very truly,
"D. L. MACPHERSON, }
"J. H. GRAY, } *Arbitrators.*

A similar notice at the same time was sent to Mr. Ritchie, as Counsel for Quebec, which he admitted he had received.

Mr. Cameron then called for the delivery of the judgment of the Arbitrators on the question of "unanimity," which had been argued before them at a previous meeting in Montreal.

The Arbitrators then stated that they had severally received, from the Government of Quebec, a communication, which was read and is as follows:—

"PROVINCE OF QUEBEC,
"SECRETARY'S OFFICE, QUEBEC, 19th July, 1870.

"SIR.—I have the honour to inform you that His Excellency the Lieutenant-Governor has been pleased to accept the resignation of the Hon. Chas. Dewey Day as Arbitrator of the Province of Quebec, under the 142nd section of the B. N. A. Act, 1867, and request that you will be pleased to stay further proceedings until such time as you receive notice as to their intentions from the Government of this Province.

"I have, &c.,
"P. J. O. CHAUVEAU.

"The Hon. J. H. Gray, Ottawa."

Mr. Ritchie thereupon handed in the revocation, by the Government of Quebec, of the Honourable Charles Dewey Day's appointment, requesting the same to be filed. It is as follows:

"PROVINCE OF QUEBEC.

"N. F. BELLEAU.

Seal.

"VICTORIA, by the Grace of GOD, of the United Kingdom of Great "Britain and Ireland, Queen, Defender of the Faith, &c.

"To all to whom these presents shall come, or whom the same may concern, greeting:

"Whereas in and by our certain Letters Patent, bearing date, at our City of Quebec, the 30th day of January, in the 31st year of our reign, we did nominate, constitute and appoint the Honourable Charles Dewey Day, of the City of Montreal, in our Province of Quebec, to be, under the provisions of an Act of the Parliament of the United Kingdom of Great Britain and Ireland passed in the thirtieth year of our reign, entitled 'An Act for the Union of Canada, Nova Scotia and New Brunswick, and the Government thereof, for the purposes connected therewith,' the Arbitrator chosen for the Government of Quebec for the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada during our royal pleasure: and whereas the said Charles Dewey Day has tendered his resignation of the said office, which has been accepted by us, and for divers other good causes us thereunto moving, we have been pleased to determine our royal will and pleasure in relation to the said letters patent: Now know ye, that we do hereby cancel, revoke and make void the said letters patent, and do hereby discharge the said Charles Dewey Day from the office of Arbitrator of the Government of Quebec as aforesaid.

"In Testimony whereof we have caused these our Letters to be made Patent, and the Seal of our Province to be hereunto affixed.

"Witness, our Right Trusty and Well Beloved the Honourable Sir Narcisse Fortunat Belleau, Knight, Lieutenant-Governor of our said Province of Quebec, at our Government House, in our City of Quebec, in our said Province, this twentieth day of July, one thousand eight hundred and seventy, and in the thirty-fourth year of our reign.

"By command.
"P. J. O. CHAUVEAU,
"*Secretary.*"

Thereupon Mr. Irvine rose and protested against further action being taken by the Arbitrators, stating that he considered the Arbitration determined, and that he and Mr. Ritchie would withdraw from all further proceedings.

The Attorney-General of Ontario and Mr. Cameron stated that they considered the Arbitration in full force, and in no way affected by the resignation of the Honourable Charles Dewey Day, or the revocation of his authority, and that they were ready, and demanded that the proceedings should go on.

The Arbitrator chosen by the Dominion thereupon read the judgment of himself and Mr. Macpherson upon the question of the necessity of unanimity raised and argued before them on the 6th day of July, 1870, and which is as follows:—

JUDGMENT UPON THE QUESTION OF "UNANIMITY."

"At our last meeting a question was raised by the Counsel for Quebec, under instructions from their Government (a copy of the Order in Council having been transmitted to each of the Arbitrators) which would then have been decided but for the abrupt withdrawal of Judge Day, and our subsequent immediate adjournment, namely:—'That it is essential to the validity of any decision to be given by the Arbitrators that their judgment should be unanimously concurred in.' It remains for me now to express the decision of the Arbitrators on that question.

"It is to be regretted that a position of this important character should not have been taken before it was known that there was a division of opinion between the Arbitrators; and it may well be assumed that it would hardly have escaped the attention of so accomplished a jurist as Judge Day, the Arbitrator of Quebec, had he deemed it tenable, and in such case that he would, under the circumstances of that decision, undoubtedly have brought it to the notice of his co-Arbitrators. The learned Judge heard the argument, but left with us no expression of his opinion, save that the Arbitration was one of a public nature. The views, therefore, now delivered are those of the remaining two Arbitrators, and consequently of a majority.

"In matters of private reference the law is plain, that unless the terms of the submission provide that a majority may rule, all must agree in the award, or it would not be binding. The impracticability in private affairs of working out an arbitration, if unanimity was essential, led to the adoption, in almost all cases of submission, of the majority clause, or the alternative provision of an umpire. So essential to the successful conducting of an arbitration has this become that in the ordinary forms of arbitration bonds, or of rules of reference, one of these clauses is almost always found inserted. Without such clause, in private arbitration, it is admitted unanimity is requisite. The point now is: Does the same rule apply to public references or arbitrations? to which class, it is conceded, the present enquiry belongs—the 142nd Section of the B. N. A. Act, 1867, under which the arbitration is held, containing no such clause.

"Mr. Irvine, the Solicitor-General for Quebec, has properly narrowed the question to this point.

"Mr. Ritchie, in his argument for Quebec, cited Caldwell on Arbitration, p. 202.

to prove that undoubted position as to private arbitrations. In the note to that page by the able American editor, who re-published the work in the United States, we find the following remark :—

" 'There is a wide distinction to be observed between the case of a power conferred for a public purpose, and an authority of a private nature. In the latter case, if the authority is conferred on several persons, it must be jointly exercised, while in the former it may be exercised by a majority.'

" Further on, at page 204, he says 'that referees appointed under a statute must all meet and hear the parties, but the decision of the majority will be binding.' The correctness of these views is sustained by the citation of many authorities.

" In the case of Green against Millar, Johnson's New York Rep., p. 38, as far back as 1810, it is clearly laid down :—

" 'When an authority is confided to several persons for a private purpose, all must join in the act ; *aliter* in matters of public concern.' Thompson J.—A controversy between these parties was submitted to five arbitrators. The submission did not provide that a less number than the whole might make an award. All the arbitrators met and heard the proofs and allegations of the parties, but four only agreed on the award made. And whether the award be binding is the question now before the Court. No case has been cited by the counsel where this question has been directly decided. I am, however, satisfied that as a submission to arbitrators is a delegation of power *for a mere private purpose*, it is necessary that all the arbitrators should concur in the award unless it is otherwise provided by the parties. In matters of public concern a different rule seems to prevail ; there the voice of the majority shall govern.' In the case of Grindly vs. Barker, 1 Bos. and Pul. 236, Eyre C. J. says—'It is now pretty well established that when a number of persons are entrusted with power *not of mere private confidence*, but in some respects of a general nature, and all of them are regularly assembled, the majority will include the minority, and their act will be the act of the whole.' The same principle was recognized by the Court of K. B. in the case of King vs. Beaton, 3rd Term Rep. 592. See also Paley on Agency, 3rd Am. Ed., pages 177--8, Note G. ; and Croker vs. Crane, 21 Wendell, 211--18. In *ex parte* Rogers, 7th Vol. Cowen U. S., Rep. 526, and Note A, pages 530 and 535, the whole position is ably and thoroughly reviewed ; and in a long note citing the English authorities, as well as the American, bearing upon the same point, the distinction between public and private reference and the duties and powers resulting therefrom, are clearly shown, and the power of the majority to decide clearly established. The English cases upon the point are not so direct, but in the reasoning of those which have been cited, or can be found, the same principle clearly manifests itself. In the Courts of the United States, decisions are constantly found bearing upon circumstances similar to those in our own Dominion. The varied nature of the business in that country, the different aspects under which questions arise, from their position as a congregation of States, the daily development of new conflicts of rights arising from the expanding nature of their society, raise questions which do not come up in England, but the solution of which, after all, in the absence of any particular local statutory provisions, is governed by the law of England. Under these circumstances our courts are in the habit of taking those decisions as guides. These then determine that in matters of Public Arbitration and Reference, though provision to that effect be not specifically made, the decision of a majority shall be incident to the reference. The 142nd Sec. of the B. N. A. Act, 1867, must come within this rule. Were it not so intended, the section would be superfluous, because any one party in a great question of public importance could prevent a decision.

" To work out the reasoning of the counsel of Quebec to its legitimate conclusion would place absolute power in the hands of the third or Dominion Arbitrator. I have supposed that, on points on which Ontario and Quebec were agreed, it was my duty at once to assent, and that under such circumstances, whether I differed or not, was of no consequence ; but as the powers of all the Arbitrators must be co-equal, if unanimity is essential, I might, by simply disagreeing, prevent an award, even when both Ontario and Quebec, the parties interested, had agreed upon it. Such a position is untenable. Mr. Macpherson and myself are, therefore, of opinion that the decision of a majority must govern.

"J. H. Gray.

" Montreal, July 21st, 1870."

The Arbitrators then adjourned until the next day at ten o'clock, a. m.

Twenty-Seventh Meeting of Arbitrators.

The Arbitrators met on the twenty-second day of July, 1870, at ten o'clock a. m. Present: the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson—the Honourable Charles Dewey Day not being present. The Attorney-General for Ontario, and Messrs. Cameron and Wood appeared on behalf of Ontario. No one appeared on behalf of Quebec.

Mr. Cameron stated that he wished an adjournment until two o'clock p. m. The Arbitrators adjourned accordingly: and at two o'clock, p. m. resumed their sitting, when Mr. Cameron proceeded on the part of Ontario, to submit to and discuss before the Arbitrators the respective debts of Ontario and Quebec for local purposes, with the view of bringing the debts in both Provinces within the principle of their decision. After progress made, the Arbitrators adjourned until ten o'clock next day.

Twenty-Eighth Meeting of Arbierators.

The Arbitrators met at the place of their former meeting on the twenty-third day of July, 1870, at ten o'clock, a. m pursuant to adjournment. Present: the Honourable David Lewis Macpherson and the Honourable John Hamilton Grey—the Honourable Charles Dewey Day not being present. Messrs. Cameron and Wood and the Attorney-General for Ontario, appeared on behalf of Ontario. No one appeared on behalf of Quebec.

The Arbitrators stated that, after the adjournment last evening, they were severally served with a Summons, or Writ in Prohibition, issued by order of Judge Beaudry out of the Superior Court of the Province of Quebec, which with the papers annexed thereto were read. The writ appeared to be issued on affidavits severally made by the Honourable George Irvine, Solicitor-General for Quebec, and T W. Ritchie, Esq., Counsel for Quebec: which affidavits and writ severally bore date the twenty-second day of July, 1870. The affidavit made by the said Honourable George Irvine, is as follows:—

Canada.
Province of Quebec.
District of Montreal.

In the Superior Court.

"The Honourable George Irvine, of the City of Quebec, Her Majesty's Solicitor-General for the Province of Quebec, being duly sworn, doth depose and say:

"That on the ninth day of July instant, at the City of Montreal, in the said Province, the Honourable Charles Dewey Day, the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson, Arbitrators, under the provisions of the 142nd section of the British North America Act, 1867, held a sitting, and that then and there the said the Honourable Charles Dewey Day, who was the Arbitrator chosen by the Province of Quebec, did as this deponent is credibly informed and believes, notify the said other Arbitrators that he had resigned his office of Arbitrator, and should no longer act upon the said arbitration, and thereupon he withdrew from the said sitting of the said Arbitrators.

"That afterwards, upon the said day, the said the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson, as this deponent is credibly informed adjourned to a future day to be named, and thereafter notified the Government of Quebec that they would meet and proceed with the said arbitration at the St. Lawrence Hall in Montreal aforesaid, on the twenty-first day of July, instant.

"That the resignation of the said, the Honourable Charles Dewey Day was duly accepted and his commission and appointment as such Arbitrator was, on the twentieth day of July, instant, revoked and annulled by the Government of Quebec.

"That on the said twenty-first day of July instant, the said the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson met at Montreal aforesaid, and assumed to proceed with the said arbitration, and although they were then and there duly notified that the said the Honourable Charles Dewey Day had resigned his office as Arbitrator and that his resignation had been accepted, and his commission and appointment as such Arbitrator had been revoked and annulled by the said Government of Quebec, they the said the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson did sit as Arbitrators upon the said arbitration, and did proceed with the same, and did then and there, notwithstanding the said Province of Quebec protested against any further proceedings being had, render a certain judgment or decision as Arbitrators, and did declare their intention to go on with the said arbitration, and did for that purpose adjourn and continue their said sitting until the twenty-second day of July instant, at ten o'clock in the forenoon, at Montreal aforesaid ; and further deponent saith not, and hath signed.

"Sworn and acknowledged at Montreal,
twenty-second day of July, before us,
"L. J. A. Papineau and J. S. Honey, P.S.C.
} G. Irvine."

The affidavit made by T. W. Ritchie, counsel of Quebec, was in substance the same as that of the Honourable George Irvine.

Appended to the writ was the petition of the Honourable Gedeon Ouimet, Attorney-General for Quebec, to the Chief Justice and Justices of the Superior Court, setting forth the facts stated in the foregoing affidavits, and praying for a writ of prohibition against the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson to restrain them from further proceeding upon the said arbitration. The writ of prohibition commanded the said two Arbitrators to refrain from further proceeding in the said arbitration, and required them to show cause why they should not so refrain on Thursday, the first day of September then next.

The Arbitrators, after reading the foregoing papers, adjourned until Thursday, the fourth day of August then next, to meet at Osgoode Hall, in the City of Toronto, at twelve o'clock noon, to proceed with the said arbitration, and they directed that due notice of the the time and place of such meeting should be given to the Honourable Charles Dewey Day, and to T. W. Ritchie, Esq., the counsel for Quebec.

Twenty ninth Meeting of Arbitrators.

The Arbitrators met at Osgoode Hall, in the City of Toronto, on the fourth day of August, 1870, pursuant to notice. Present—The Arbitrators, the Honourable John Hamilton Gray and the Honourable David Lewis Macpherson ; the Honourable Charles Dewey Day not being present. Messrs. Cameron and Wood appeared on behalf of Ontario ; no one appearing on behalf of Quebec.

Mr. Cameron produced a notice which he stated he had personally posted to the Honourable Charles Dewey Day, to the Honourable George Irvine, Solicitor-General for Quebec, and to T. W. Ritchie, Esq., counsel for Quebec, which notice is as follows :—

"In the matter of the Arbitration
Between the Provinces of Quebec and Ontario.

"The undersigned Arbitrators in the above matter, have adjourned until Thursday, the fourth day of August, 1870, then to meet at Osgoode Hall, Toronto, at twelve o'clock noon, to proceed with the Arbitration.

"Montreal, twenty-third day of July, 1870.

"D. L. Macpherson,
"J. H. Gray."

Endorsed on the back were these words, 'Mailed from Toronto on the twenty-eighth day of July, 1870. J. H. C."

The Honourable John Hamilton Gray reported that after the adjournment at Montreal on the twenty-third day of July last past, just before leaving Montreal by the evening train, he was served by a bailiff or sheriff's officer, with a Writ *Quo Warranto*, to show cause by what authority he exercised the office of an Arbitrator—he having become a resident of Ontario.

The Arbitrators waited an hour, and, no one appearing on behalf of Quebec, expressed their desire to the counsel for Ontario, to hear argument upon the subject of the jurisdiction of the Superior Courts of Quebec, by Writ of Prohibition, to restrain them from proceeding with the said arbitration; whereupon Mr. Cameron proceeded to argue the question. After which the Arbitrators adjourned until next day at twelve o'clock noon, to meet at the same place.

THIRTIETH MEETING OF ARBITRATORS.

The Arbitrators met on the fifth day of August, 1870. Present: The Honourable John Hamilton Gray and the Honourable David Lewis Macpherson—the Honourable Charles Dewey Day not being present. Messrs. Cameron and Wood appeared on behalf of Ontario, no one appearing on behalf of Quebec.

The Arbitrators stated that they were ready to deliver their opinion upon the question of the authority and power of the Superior Courts of Quebec, to restrain them by prohibition from proceeding in the said arbitration argued the day before.

Opinion of the Honourable David Lewis Macpherson.

"The two Arbitrators now present meet under circumstances calling for the most careful circumspection and thoughtfulness.

"The Province of Quebec is not represented before them.

"The counsel for Ontario calls upon them to proceed with the evidence and to make their award.

"The retirement of the Arbitrator for Quebec, sanctioned by the Government of that Province, was formally communicated to the Arbitrators when they met at Montreal, on the twenty-first July last, by an official letter from the Premier and Secretary, the Honourable Mr Chauveau in which he further preferred the extraordinary request that the remaining Arbitrators 'will be pleased to stay further proceedings until such time as they receive notice as to their intentions from the Government of this Province,'—the Province of Quebec.

"A request to stay proceedings until the Government of Quebec should determine whether they would appoint another Arbitrator, was shortly afterwards made by the counsel for that Province, and was, upon consideration, refused by the Arbitrators; whereupon the counsel for Quebec declared that the Province would no longer be a party to the Arbitration, and withdrew.

"Further, each of the two Arbitrators now present was, since the retirement of the Arbitrator for Quebec, served, while in the City of Montreal, with a writ issued from the Superior Court of the Province of Quebec, the purport of which is to prohibit them from the further exercise of their functions until a new Arbitrator should be named for that Province, or to show cause to the contrary on the first September next.

"The Arbitrators noticed that neither the letter of Mr. Chauveau nor the application of the counsel for Quebec named any time within which it was expected such new appointment would be made.

"The retirement of the Quebec Arbitrator took place on the 9th of July, Mr. Chauveau's letter is dated on the 19th, and on the 22nd the writ was obtained and served. But up to this moment the Arbitrators are not informed that any new Arbitrator is appointed, nor in fact that it is the intention of the Government of Quebec to make a new appointment.

"If the Government of Quebec has power under the Statute to appoint another Arbitrator, and if it is their intention to do so they have had more than reasonable time for the purpose, since their acceptance of the Honourable Charles Dewey Day's resignation. It was the indefinite character of the delay asked for, which induced the Arbitrators to refuse it. The writ which was issued and served almost immediately after that refusal is equally indefinite, and might tend to create the impression that delay in completing the award, and not to obtain a reasonable time to appoint another Arbitrator, was the object really desired.

"It appears to me, who am unskilled in legal technicalities, taking an equitable, common-sense view of the question, to be beyond reasonable doubt that no provincial tribunal has, or can claim, any jurisdiction to examine into or decide any question referred to arbitration by the 142nd Section of the British North America Act, 1867, and it may be confidently asserted that the Imperial Parliament intended the award to be absolutely final. But other and not unimportant legal questions (even if not really difficult) present themselves which, if insisted on, must be determined by some competent tribunal.

"Can one of the Arbitrators, who has undertaken and entered upon the duties assigned by the Statute, and who is under no mental or physical disability, retire from or abandon these duties before their completion ? This question is not one on which the other Arbitrators can be expected to express an opinion..

"It is, however, connected with the, perhaps, more strictly legal enquiry : Does the Act of the Imperial Parliament authorise the withdrawal of an Arbitrator with or without the concurrence of the party who appointed him ? and does it provide for the substitution of another in his place ? Again, are the Arbitrators, who (though respectively appointed by the Governments of the Dominion and of the two Provinces) derive all their power and authority from the Imperial Statute, amenable to any provincial or local tribunal in matters falling strictly within the scope of their powers and duties ?

"The Statute itself does not in terms confer any authority whatever, with regard to the reference, on any tribunal but the Arbitrators. Can there then by implication arise a power to delay, which might be so exercised as to defeat the object of the enactment ? The parties interested are the Provinces of Ontario and Quebec. Can either of them, as a matter of legal or moral justice, call upon one of its own Courts to interrupt or control the proceedings of a jurisdiction created for the sole purpose of deciding rights and interests as between the two Provinces ?

"If so, the authority must belong equally to the Courts of either Province, and what would be the effect of a not impossible conflict between them in their directions to the Arbitrators or otherwise ?

"These, and perhaps other questions, are opened by the events above stated.

"They have been seriously and dispassionately considered, and not the less that their determination may involve personal responsibilities to an extent which could not be, and was not, anticipated when the Arbitrators accepted their appointment. I feel, however, that the first duty of the Arbitrators is to make a just award ; that they are not responsible for the embarrassment which the present state of things has given rise to, and which adds greatly to their responsibility, while it increases, if possible, their anxiety to do right.

"By simply performing what they believe to be their duty, if they do anything (while impartially exercising their best judgment,) that may be looked upon as prejudicial to the interests of Quebec in the voluntary absence of counsel for that Province, the just responsibility cannot be charged upon them.

"If, in proceeding, they act illegally, their award will not be binding, and can do no injury. If it should be binding, the loss of the judgment and assistance of an Arbitrator for the Province of Quebec, however much the remaining Arbitrators may regret it, and especially that they are deprived of the valuable aid of the Arbitrator who has resigned, is not their fault. The withdrawal was his act, and it has been deliberately adopted by his Government, who have taken legal steps in one of their own Courts, by their Attorney-General, to stop further proceedings. They have thus placed the Arbitrators in the invidious position of either retracting their refusal to grant indefinite delay to the Province of Quebec, or of being placed in conflict with one of the highest tribunals of that Province.

"As a public functionary in the matter, as well as in my private capacity, I desire to evince in every proper way my profound respect for the Court whose process has been served on the Arbitrators. But it appears to me they cannot, without a virtual abdication of their functions as Arbitrators, accept as a justification for a departure from their previously declared opinion, the preliminary order of prohibition (which I venture to think will not be finally confirmed) of a tribunal of that Province whose Arbitrator's course has unnecessarily brought about this complication. I am of opinion that the Arbitrators will best discharge the trust reposed in them by proceeding with the reference and making, without unnecessary delay, an award which shall divide and adjust the debts, credits, liabilities, assets and properties of Upper and Lower Canada.

"As already pointed out, if they have under the circumstances no power to make an award, the attempt to make one will create no prejudice to either party.

"If they have the power, the duty arising under the Statute from an acceptance of their appointment imperatively requires them not by any act of theirs to suffer the time occupied and the cost occasioned by the proceedings so far taken to be utterly wasted, or to unnecessarily postpone the rendering of a final award.

"The Government of the Province of Quebec, and the Arbitrator appointed by them have had due notice that the present meeting would be held for the purpose of proceeding with business, and that it would be competent for the Arbitrators, therefore, to proceed, in accordance with well established rules.

"In order, however, to remove any possibility of misapprehension or doubt, I think it better, under the peculiar circumstances, that notice should now be given to the Province of Quebec and to the Honourable Charles Dewey Day, of the intention of the Arbitrators to proceed in accordance with the opinions just expressed, and that the Arbitrators should adjourn until Wednesday, the 17th instant, giving notice to all parties to the reference, that on that day they will proceed, should the Government of Quebec not think proper to be represented or to assign any new or sufficient reason for their absence.

"D. L. MACPHERSON,

"*Arbitrator.*

"Toronto, August 5, 1870."

Opinion of The Honourable John Hamilton Gray.

"My colleague, the Arbitrator for Ontario, having expressed a desire to adjourn for a week or ten days, in order to afford time for a notification to the Government of Quebec that the Arbitrators would certainly proceed in the absence of Arbitrator or Counsel on their part, unless at the next meeting they are represented—I shall most certainly concur. I think we should exhaust every reasonable effort to induce co-operation in this matter: but in order to prevent the delay, which is now granted, being in any way attributed to a doubt as to the power or intention of the Arbitrators to proceed, it is as well to explain with distinctness the views of the Arbitrators on the authority or the power of the Courts of any of the Provinces to prohibit or restrain their proceedings. With the highest respect for the Courts of Quebec, on any matter coming within their jurisdiction, it is plain this Arbitration does not. It derives its authority from an Imperial Act. The Government and Province of Quebec, of which those Courts form a constituent part, is simply a party to the Arbitration; another Province, whose Courts and Government are entirely independent of and beyond the jurisdiction of the Courts of Quebec, is the other party, while the Dominion Government simply appoints the third Arbitrator by the authority of the Imperial Act. These constitute the tribunal. How is it possible that a subordinate part of one of the two Provinces—because the Courts are only parts of the whole machine of Government—can control the action of another Province and Government, and of the Arbitrator appointed by a third Government, in a matter of submission, to which the Province (whose Courts assume the authority) only appoints one out of three co-equal Arbitrators? How can the Courts of Quebec restrain the Province of Ontario, or the Arbitrator appointed by the Government of that Province, or the Arbitrator appointed by the Dominion Government, in a matter in which the whole proceedings may be carried on outside of the Province or the territorial jurisdiction to which their process can possibly run? If so, the Courts of the other Provinces must have equal jurisdiction; and how absurd would it then be for the Courts of Ontario to come forward and punish the Arbitrators for not proceeding—for not discharging the duties they had undertaken!—punished by Quebec for going on—punished by Ontario for not going on! Can any construction of the language of the Imperial Statute sanction such a conflict of jurisdiction? But even if the proceedings were held within the limits of the territorial jurisdiction of the Courts of one of the Provinces, the subject matter itself, and the parties proceeding therein, may be, and are as regards the subject matter, entirely exempt from that jurisdiction. Apart from the common-sense view of such a question, which must strike every man, the Courts of law in England have left no doubt upon the point. The highest authorities, both in Chancery and Common Law, have decided that even where proceedings in arbitration were carried on within the locality over which the Courts had jurisdiction, and in which their process had full force, yet the Courts would exercise no jurisdiction to restrain an Arbitrator from making his award, unless there was something in the conduct of *the parties to the reference* which rendered such interference necessary. The principle being as laid down by Kerr on Injunctions, page 142, that 'there is no original jurisdiction of the Court in the nature of a writ of prohibition to restrain an Arbitrator from proceeding to make an award.' Mr. Cameron cited a great many cases in which this position is illustrated and sustained; among others the King *v.* Bardell and others, 5 A. & E., page 619; Harcourt *v.* Ramsbottom, 1 Jacobs & Walker, Chy. Rep. 504; Pope *v.* Lord Duncannon, 9 Simons Rep. 177; the Newry and Enniskillen Ry. Co. *v.* the Ulster Ry. Co., 8 De Gex, McN. & G. 486. In Pope *v.* Lord Duncannon, where the plaintiffs had revoked the authority of their Arbitrator and notified the defendant and their Arbitrator had refused to act, but the other Arbitrators had notwithstanding proceeded and made their award, the Court refused to restrain the defendant from acting upon the award—the Vice-Chancellor saying: 'As in this case there is nothing whatever to show that the power which the plaintiffs had given to the Arbitrator was revoked upon any just or reasonable grounds, I am bound to conclude the revocation was a wanton and capricious exercise of authority upon their parts, and consequently the motion must be refused.' The resignation of the Honourable Charles Dewey Day and the revocation of his authority by the Quebec Government was no act of Ontario or of the Arbitrator appointed by the Dominion, and it is therefore difficult to see why the Province of Ontario should be prejudiced by that act, or why the Arbitrator appointed by the Government of Ontario or the Arbitrator appointed by the Dominion Government should not proceed to discharge their duty. In the case of the King *v.* Bardell (5 Adolphus & Ellis, 619), during the argument, Judge Patteson says: 'Is there any instance in which the Court has interfered to prevent an Arbitrator making an award after revocation? The award may be a nullity when made, but that is a different point.' Platt replies, 'Search has been made for precedents, but none have been found.' Blackstone's Commentaries, vol 3, edition of 1862, page 117, says: "A prohibition is a writ issuing properly only out of the Court of Queen's Bench, being a prerogative one; but for the furtherance of justice it may also now be had in some cases out of the Court of Chancery, Common Pleas, or Exchequer, directed to the judge and parties of a suit in any inferior court, commanding them to cease from the prosecution thereof, upon a suggestion that either the cause originally or some collateral matter arising therein, does not belong to that jurisdiction but to the cognizance of some other court.' If old Blackstone is still law,—and the Imperial Act, British North America Act, 1867, is still in force—no other Court but the Arbitrators' Court can have cognizance of the Arbitration. But apart from these authorities, on broad constitutional grounds, the right of the Courts of Quebec to interfere with the proceedings of a tribunal created under authority of an Imperial Statute, acting on a subject matter exclusively within its own jurisdiction and for which it was created, is denied. It is greatly to be regretted that there was no counsel—as in the case of the unanimity question—to argue the other side; but as has been remarked by my colleague, that is not our fault. If these legal questions are to be raised on every occasion, it was manifestly of the highest importance that the Honourable Charles Dewey Day should have remained at his post. He did not resign—so far as we know—because he differed with his colleagues in concluding that the decisions of the Arbitrators need not be unanimous. He assigned no such reason for his resignation, and on that question gave no decision, and, so far as his colleagues know, expressed no opinion; although he was present at the argument, and subsequently looked into the authorities with his colleagues. His resignation, as stated at the time, was on other grounds; but whether they have his able assistance or not, the remaining Arbitrators must proceed with the work and decide on all questions as they arise according to the best of their judgment.

"J. H. Gray,

'Toronto, August 5th, 1870.'

The following Order was then made: "That the Arbitrators do adjourn until the 17th instant, then to meet at Osgoode Hall, at two p.m., and proceed peremptorily with the arbitration; and that notice thereof be served on the Government and Counsel of Quebec, and on the Honourable Charles Dewey Day."

THIRTY-FIRST MEETING OF ARBITRATORS.

The Arbitrators met on the seventeenth day of August, 1870, at Osgoode Hall, in the City of Toronto at two o'clock, p.m., pursuant to adjournment. Present: The Honourable John Hamilton Gray and the Honourable David Lewis Macpherson.—The Honourable Charles Dewey Day not being present. Messrs. Cameron and Wood appeared on behalf of Ontario, no one appearing on behalf of Quebec.

Mr. Cameron produced a notice duly endorsed by himself as having posted copies thereof to the Honourable Charles Dewey Day, the Honourable Mr. Chauveau, Provincial Secretary for Quebec, and T. W. Richie, Esq., Counsel for Quebec, and stated that no answer had been received by him from any of the parties to whom he had so sent copies: said notice being in the words and figures following.

"*In the matter of Arbitration between the Provinces of Ontario and Quebec.*

" The undersigned Arbitrators have adjourned the proceedings of the arbitration to Wednesday, the seventeenth day of August instant, at two o'clock, p.m. at Osgoode Hall, Toronto, and the Governments of the Provinces of Quebec and Ontario are notified that, notwithstanding the Writ of Prohibition served upon the Arbitrators, the undersigned will proceed with the consideration of the matter of the arbitration on the day and at the place above named, peremptorily.

"D. L. MACPHERSON,
"J. H. GRAY,
"*Arbitrators.*

"Toronto, 5th August, 1870."

After discussion and progress made, the Arbitrators adjourned until next day at twelve o'clock noon, to meet at the same place.

THIRTY-SECOND MEETING OF ARBITRATORS.

The Arbitrators met on the eighteenth day of August. Present: The same Arbitrators and parties as at the last preceding meeting.

The Arbitrators stated that they had that morning received a communication from the Under-Secretary of State at Ottawa, enclosing a copy of a despatch from the Lieutenant-Governor of Quebec to the Governor-General on the subject of the proceedings of the Arbitrators, which documents were ordered to be read and entered upon the Minutes of the Proceedings, and are as follows:

" DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
"OTTAWA, 16TH AUGUST, 1870

" SIR,—I have the honour by command of the Governor-General to transmit to you herewith a copy of a protest received by His Excellency from the Lieutenant-Governor of the Province of Quebec against the course which you and the Honourable David Lewis Macpherson have notified the Governor of that Province that you proposed taking in the matter of the Arbitration between the Provinces of Ontario and Quebec.

" I have the honour, to be,
"Sir,
" Your most Obedient Servant,

"E. PARENT,
"*Under-Secretary.*

'The Honourable J. H. Gray."

A similar letter *mutatis mutandis* was addressed to and received by the Honourable David Lewis Macpherson.

The protest by the Lieutenant-Governor referred to is as follows:

"GOVERNMENT HOUSE,
"QUEBEC, 8th August, 1870.

"SIR,—I have the honour to transmit, for the information of His Excellency the Governor-General, a copy of a document signed by the Honourable Messrs. Gray and Macpherson, which has been received by the Secretary of this Province.

"I deem it my duty at the same time to call the attention of His Excellency the Governor-General and of the Federal Government to the unjust and illegal course jointly adopted by the Arbitrator appointed by the Federal Government and the Arbitrator for the Province of Ontario, and respectfully to request, on behalf of the Government of this Province, the intervention of the Federal Government.

"I have the honour to be,
"Your most obedient servant,
"N. F. BELLEAU,
"*Lieutenant-Governor of the Province of Quebec.*

"To the Honourable the Secretary of State for the Provinces, Ottawa."

The document referred to in the foregoing despatch, is the notice of the Arbitrators set out *verbatim* in the proceedings of the meeting of the seventeenth day of August, 1870.

The counsel for Ontario then proceeded to discuss the various items forming the subject of reference to the Arbitrators.

The Arbitrators adjourned to Tuesday, the twenty-third day of August, at noon, to meet at the same place.

THIRTY-THIRD MEETING OF ARBITRATORS.

The Arbitrators met at the place of their last preceding meeting, on the twenty-third day of August, 1870, at twelve o'clock noon, pursuant to adjournment. Present: The Honourable John Hamilton Gray and the Honourable David Lewis Macpherson—the Honourable Charles Dewey Day not being present. Messrs. Cameron and Wood appeared for Ontario. No one appeared on the behalf of Quebec.

The Arbitrators stated that they had subpœnaed Mr. Langton, the Auditor-General for the Dominion of Canada, to appear before them and give evidence, and that they were informed he would be in attendance the next day, and that therefore they should adjourn to meet at the same place, on the next day at two o'clock.

THIRTY-FOURTH MEETING OF ARBITRATORS.

The Arbitrators met at the place of their meeting, on the twenty-fourth day of August, 1870, at two o'clock, p. m., pursuant to adjournment. Present: The Honourable John Hamilton Gray and the Honourable David Lewis Macpherson—the Honourable Charles Dewey Day not being present. Messrs. Cameron and Wood appeared on behalf of Ontario. No one appearing on behalf of Quebec.

The Auditor General not having arrived, the Arbitrators adjourned until the next day, the twenty-fifth day of August, to meet at the same place, at two o'clock, p.m.

THIRTY-FIFTH MEETING OF ARBITRATORS.

The Arbitrators met at the time and place last aforesaid, on the twenty-fifth day of August, 1870. Present. The same as at the last preceding meeting.

Mr. Langton, the Auditor General having arrived, and being present, Mr. Wood, on behalf of Ontario, proceeded with his case and argument.

The Arbitrators adjourned to meet the next day at the same place, at twelve o'clock, noon.

Thirty-sixth Meeting of Arbitrators.

The Arbitrators met at the time and place aforesaid, on the twenty-sixth day of August, 1870. Present : The same as at the last preceding meeting.

Mr. Wood resumed his argument, and continued until six o'clock p.m., when the Arbitrators adjourned to meet the next day at half-past one, p.m.

Thirty-seventh Meeting of Arbitrators.

The Arbitrators met on the twenty-seventh day of August, 1870. Present : Mr. Langton. Mr. Wood resumed his argument and closed it.

Thirty-eighth Meeting of Arbitrators.

Monday, 29th August, 1870.

Arbitrators met for consultation. Adjourned to (next day) to-morrow.

Tuesday, 30th August, 1870.

Arbitrators met for consultation. Adjourned until (next day) to-morrow.

Thursday, 1st September, 1870.

Arbitrators met for consultation. Agreed upon the substance of the Award, and initiated the draft of the terms thereof. Adjourned until (next day) to-morrow.

Friday, September 2nd, 1870.

Arbitrators met. Discussed the form of Award. Adjourned until (next day) to-morrow.

Saturday, September 3rd, 1870.

Arbitrators met. Re-examined the award, and finally completed and executed the same, in the presence of Christopher Robinson, Esq., of Toronto, Barrister-at-Law, and Mr. Frederick Finch, of the same place, Law Stationer. The same having been executed by a majority only, viz. : by the Honourable J. H. Gray, and the Honourable D. L. Macpherson ;—the Honourable Charles Dewey Day not being present, or having attended the meetings of the Arbitrators since his withdrawal in July last (1870), which Award is as follows :—

Award.

"To all to whom these presents shall come—

"The Honourable John Hamilton Gray, of the City of St. John, in the Province of New Brunswick, and the Honourable David Lewis Macpherson, of the City of Toronto, in the Province of Ontario, Send Greeting :

"Whereas by the British North America Act, 1867, it is enacted that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, shall be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, and one by the Government of Quebec, and one by the Government of Canada ;*

"And whereas, the said John Hamilton Gray was duly chosen under and in accordance with the provisions of the said Act, as Arbitrator, by the Government of Canada, the said David Lewis Macpherson by the Government of Ontario, and the Honourable Charles Dewey Day, of Glenbrooke, in the said Province of Quebec, by the Government of Quebec.

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* See Schedule No. 4 in Appendix.

"Now, therefore, the said Arbitrators having taken upon themselves the burden of the said Arbitration, the said John Hamilton Gray and David Lewis Macpherson being a majority of the said Arbitrators do award, order and adjudge of and upon the premises as follows, that is to say :—

"I. That the amount, by which the debt of the late Province of Canada exceeded on the thirtieth day of June, one thousand eight hundred and sixty-seven, sixty two millions five hundred thousand dollars, shall be and is hereby divided between and apportioned to, and shall be borne by the said Provinces of Ontario and Quebec respectively, in the following proportions, that is to say, the said Province of Ontario shall assume and pay such a proportion of the said amount, as the sum of nine millions eight hundred and eight thousand seven hundred and twenty-eight dollars and two cents, bears to the sum of eighteen millions five hundred and eighty-seven thousand five hundred and twenty dollars and fifty seven cents ; and the said Province of Quebec shall assume and pay such a proportion of the said amount, as the sum of eight millions seven hundred and seventy-eight thousand seven hundred and ninety-two dollars and fifty-five cents bears to the sum of eighteen millions five hundred and eighty-seven thousand five hundred and twenty dollars and fifty-seven cents.

"II. That the assets hereinafter in this cause enumerated shall be, and the same are hereby declared to be the property of and belonging to the Province of Ontario, namely :

"1. Debt from the Upper Canada Building Fund to the late Province of Canada, (enumerated in the Fourth Schedule to the said British North America Act, 1867, as Upper Canada Building Fund, Lunatic Asylums, 'Normal Schools,')—Lunatic Asylums $30,800, Normal Schools $6,000	$36,800 00
"2. Debt from the Law Society, Upper Canada, to the late Province of Canada	156,015 61
"3. Debts to the late Province of Canada under the Consolidated Municipal Loan Fund of Upper Canada	6,792,136 39
"4. Debt from the Agricultural Society, Upper Canada, to the late Province of Canada	4,000 00
"5. Debt from the University Permanent Fund to the late Province of Canada	1,220 63

"III. That the assets hereinafter in this clause enumerated shall be, and the same are hereby declared to be the property of, and to belong to the Province of Quebec, namely.

"1. The debt from the Aylmer Court House to the late Province of Canada for six per cent. Provincial debentures issued on account of the said Court House and assumed by the Dominion of Canada, and charged in the debt of the late Province of Canada	$2,000 00	
And for certain charges paid by the said late Province of Canada in respect of the said Court House	1,239 70	
		3,239 70
"2. Debt from the Montreal Court House to the late Province of Canada for six per cent. Provincial debentures issued on account of the said Court House and assumed by the Dominion of Canada, and charged in the debt of the late Province of Canada	95,600 00	
For advances made to the said Court House by the said late Province of Canada	18,996 21	
		114,596 21
"3. Debt from the Kamouraska Court House to the late Province of Canada for balance of certain charges in respect of the said Court House paid by the late Province of Canada		201 27
"4. Debt from the Royal Institution, otherwise the McGill College, to the late Province of Canada, of the balance of a loan made by the said late Province to that Institution		7,790 00

" 5. Debt under the Consolidated Municipal Loan Fund of Lower Canada to the late Province of Canada	2,939,429 97
" 6. Advances made in excess of the Legislative School Grant (described in the Fourth Schedule to the said British North America Act, 1867, as 'Lower Canada Legislative Grant')..	28,494 73
" 7. Debt to the late Province of Canada under the Quebec Fire Loan.	264,254 65
" 8. Debt to the late Province of Canada for advances made to or on account of certain municipalities in the County of Temiscouata, (described in the said fourth schedule as 'Temiscouata Advance Account.')........................	3,000 00
" 9. Debt from the Education Office in Lower Canada, to the late Province of Canada for the balance unpaid of a defalcation in the said office to the said late Province (described in the said Fourth Schedule as 'Education East')........................	290 10
" 10. Debt from the Building and Jury Fund, Lower Canada, to the late Province of Canada for loans and advances made to it by the said late Province of Canada................................	116,475 51
" 11. Debt from the Municipalities Fund of Lower Canada to the late Province of Canada, for advances made to or on the credit of that fund (described in the said fourth schedule as 'Municipalities Fund.')..	484,224 33
" 12. Debt from the Lower Canada Superior Education Income Fund to the late Province of Canada, for advances made from time to time by the said late Province..................................	234,281 46
" 13. Montreal Turnpike Trust..................................	188,000 00

" IV. And as to the said Montreal Turnpike Trust, the said Arbitrators further find, award and adjudge as follows:—

" Whereas the said sum of one hundred and eighty eight thousand dollars is secured by debentures issued upon the credit of the said Trust, and guaranteed by the late Province of Canada, and the said Trust has hitherto met the payments upon such debentures, and the payment thereof has therefore not been assumed by the Dominion of Canada, nor has the said sum of one hundred and eighty-eight thousand dollars been charged by the said Dominion in the debt of the late Province of Canada, which charge, if made, would increase by one hundred and eighty-eight thousand dollars the excess of the said debt on the thirtieth day of June, one thousand eight hundred and sixty-seven, above sixty two millions five hundred thousand dollars: Know therefore the said Arbitrators having assigned the said Trust as an asset of the said Province of Quebec, do hereby adjudge and award that the said Province of Quebec shall hereafter indemnify, protect, and save harmless the said Dominion and the said Province of Ontario, against any charge upon, or payment by the said Dominion in respect of the said debentures, or the said guarantee, or in respect in any way of the said Trust.

" V. That the following Special, or Trust Funds, and the moneys thereby payable, including the several investments in respect of the same or any of them are, shall be, and the same are hereby declared to be the property of and to belong to the Province of Ontario, for the purposes for which they were established, namely:—

" 1. Upper Canada Grammar School Fund.
" 2. Upper Canada Building Fund.
" 3. Upper Canada Municipalities Fund.
" 4. Widows' pensions and uncommuted stipends, Upper Canada, subject to the payment of all legal charges thereon.
" 5. Upper Canada Grammar School Income Fund.
" 6. Upper Canada Improvement Fund.
" 7. Balance of special appropriations in Upper Canada.
" 8. Surveys ordered in Upper Canada, before 30th June, 1867.
" 9. Amount paid and payable by Upper Canada to the Canada Land and Emigration Company.

" VI That the following Special, or Trust Funds and the moneys thereby payable, including the several investments in respect of the same or any of them are, shall be, and the same are hereby declared to be the property of and to belong to the Province of Quebec for the purposes for which they were established, namely:—

"1. Lower Canada Superior Education Fund.

"2. Lower Canada Superannuated Teachers' Fund.

"3. Lower Canada Normal School Building Fund.

"4. Widows' pensions and uncommuted stipends, Lower Canada, subject to all legal charges thereon.

"5. Balance of special appropriations in Lower Canada.

"6. Surveys ordered in Lower Canada before 30th June, 1867.

"VII. That from the Common School Fund, as held on the thirtieth day of June, one thousand eight hundred and sixty-seven, by the Dominion of Canada, amounting to one million seven hundred and thirty-three thousand two hundred and twenty-four dollars and forty-seven cents, (of which fifty eight thousand dollars is invested in the bonds or debentures of the Quebec Turnpike Trust, the said sum of fifty-eight thousand dollars being an asset mentioned in the fourth Schedule to the British North America Act, 1867, as the Quebec Turnpike Trust.) the sum of one hundred and twenty four thousand six hundred and eighty-five dollars and eighteen cents shall be, and the same is hereby taken and deducted and placed to the credit of the Upper Canada Improvement Fund, the said sum of one hundred and twenty-four thousand six hundred and eighty-five dollars and eighteen cents, being one-fourth part of moneys received by the late Province of Canada, between the sixth day of March, one thousand eight hundred and sixty one, and the first day of July, one thousand eight hundred and sixty-seven. on account of Common School lands sold between the fourteenth day of June, one thousand eight hundred and fifty-three, and the said sixth day of March, one thousand eight hundred and sixty-one.

"VIII. That the residue of the said Common School Fund, with the investments belonging thereto, as aforesaid, shall continue to be held by the Dominion of Canada, and the income realized therefrom, from the thirtieth day of June, one thousand eight hundred and sixty-seven, and which shall be hereafter realized therefrom, shall be apportioned between and paid over to the respective Provinces of Ontario and Quebec as directed by the fifth section. chapter twenty-six of the Consolidated Statutes of Canada, with regard to the sum of two hundred thousand dollars in the said section mentioned.

"IX. That the moneys received by the said Province of Ontario since the thirtieth day of June, one thousand eight hundred and sixty-seven, or which shall hereafter be received by the said Province from, or on account of, the Common School lands set apart in aid of the Common Schools of the late Province of Canada shall be paid to the Dominion of Canada to be invested as provided by section three of said chapter twenty-six of the Consolidated Statutes of Canada, and the income derived therefrom shall be divided, apportioned, and paid between and to the said Provinces of Ontario and Quebec respectively as provided in the said fifth section, chapter twenty-six of the Consolidated Statutes of Canada, with regard to the sum of two hundred thousand dollars in the said section mentioned.

"X. That the Province of Ontario shall be entitled to retain out of such moneys six per cent., for the sale and management of the said lands, and that one-fourth of the proceeds of the said lands, sold between the fourteenth day of June, one thousand eight hundred and fifty-three, and the said sixth day of March, one thousand eight hundred and sixty-one, received since the thirtieth day of June, one thousand eight hundred and sixty-seven, or which may hereafter be received after deducting the expenses of such management as aforesaid shall be taken and retained by the said Province of Ontario for the Upper Canada Improvement Fund.

"XI. The Crown Lands Suspense Account, amounting to one hundred and twelve thousand seven hundred and forty-eight dollars and sixty-three cents, and the Crown Lands Department, amounting to two hundred and fifty-three thousand and eighty-nine dollars and seventy-six cents, being the items so described in the Public Accounts of the late Province of Canada, having been omitted respectively from the statement of the debt of the said Province in such accounts, and from the assets in the Fourth Schedule to the British North America Act, 1867, the said Arbitrators award and adjudge that the said Province of Ontario shall satisfy all claims, and receive all moneys in respect of the said Crown Lands Suspense Account, and the said Crown Lands Department connected with or arising from lands situate in the said Province of Ontario, and that the said Province of Quebec shall satisfy all claims and receive all moneys in respect of the said Crown Lands Suspense Account and the said Crown Lands Department connected with or arising from lands situate in the said Province of Quebec

"XII. As to the Montreal harbour the said Arbitrators find that the debt due on account of four hundred and eighty-one thousand four hundred and twenty-five dollars and twenty-seven cents secured by debentures issued by the Montreal Harbour Commissioners has not been charged in the statement of the debt of the late Province of Canada. And they award, direct, and adjudge that should the Dominion of Canada hereafter pay anything by reason of the liability of the said Dominion on account of the said debentures, the said two Provinces shall repay to the said Dominion any sum so paid in the same proportions respectively, as the said Provinces are hereinbefore directed to bear and pay the excess on the thirtieth day of June, one thousand eight hundred and sixty seven, above sixty-two millions five hundred thousand dollars of the debt of the late Province of Canada.

"XIII That all the lands in either of the said Provinces of Ontario and Quebec respecpectively, surrendered by the Indians in consideration of annuities to them granted, which said annuities are included in the debt of the late Province of Canada, shall be the absolute property of the Province in which the said lands are respectively situate, free from any further claim upon, or charge to the said Province in which they are so situate, by the other of the said Provinces.

"XIV. As to all the personal property being the joint property of the said Provinces of Ontario and Quebec, not hereinbefore specially mentioned, or dealt with, and not appropriated by the said British North America Act, 1867, including the library of Parliament at Ottawa, the Arbitrators find that it is not expedient to divide the said properties or to divert them from the public purposes for which they are used and required by the Dominion of Canada. They, therefore, find and award that the value of the said properties is and shall be taken to be two hundred thousand dollars, and that the Dominion of Canada may retain and acquire the same properties on payment to the said Provinces of the said sum of two hundred thousand dollars in the same proportion as is mentioned in the first paragraph hereof in respect to the excess of debt of the late Province of Canada on the thirtieth day of June, one thousand eight hundred and sixty seven, above sixty-two millions five hundred thousand dollars, that is to say, to Ontario, the sum of one hundred and five thousand, five hundred and forty-one dollars, and to Quebec the sum of ninety-four thousand four hundred and fifty-nine dollars, and upon such payment the Dominion of Canada shall become the absolute owner of the said properties. But should the Dominion of Canada not so acquire the said properties within two years from the date of this award, the Province of Quebec may acquire the said properties by the payment to the Province of Ontario, within three months from the expiration of the said two years, of the sum of one hundred and five thousand five hundred and forty-one dollars, and should the Province of Quebec not so acquire the said properties within the time aforesaid, the Province of Ontario shall, within three months next thereafter, pay to the Province of Quebec the sum of ninety-four thousand four hundred and fifty-nine dollars, and shall thereupon become the absolute owner of such properties.

"X . That the said several sums awarded to be paid and the several matters and things awarded and directed to be done by or with regard to the parties to this reference respectively as aforesaid, shall respectively be paid, received, done, accepted and taken as and for full satisfaction and discharge, and as a final end and determination of the several matters aforesaid.

"In witness whereof, the said John Hamilton Gray and David Lewis Macpherson, two of the said Arbitrators, have hereunto set their hands this third day of September, in the year of our Lord one thousand eight hundred and seventy.

"J. H. Gray.
"D. L. Macpherson.

"Signed and published the third day of September, 1870,
"in the presence of:

"Christopher Robinson, of the City of Toronto, Barrister-at-Law;

"Frederick Finch, of the City of Toronto, Law Stationer."

(Appendix.)

SCHEDULE NO. 1.

A.

MEMORANDUM OF INFORMAL CONFERENCE held at Montreal the 24th July, 1869 (Saturday), on the subject of the debt of the late Province of Canada.

Present : Sir George E. Cartier. Honourable Mr. Sandfield Macdonald, Honourable Mr. Chauveau, Honourable Mr. Dunkin, Treasurer of Quebec, Honourable Mr. Wood, Treasurer of Ontario, and Honourable Mr. Rose, Minister of Finance of Canada.

Mr. Rose called attention to the Statement of Account on pages 72 and 73 of part III of the Public Accounts of 1868, and thought the better way would be for the Treasurers of Ontario and Quebec, respectively, to indicate any objections they might have to any of the items composing the balance.

Some discussion then arose as to the following items on the Debit side of the Statement as shown at page 70, Mr. Dunkin claiming that they should stand as assets, and be submitted to the Arbitrators, and that the liabilities should be correspondingly increased, viz. :—

1st. Upper Canada Building Fund Debenture Account	$36,800	00
2nd. Lower Canada Sup. Education Fund :—		
A. Income Fund	230,681	46
B. L. C. Legislative Grant	28,494	73
C. Education East	290	10

Mr. Rose and Sir George Cartier on the part of the Dominion, and Mr. Sandfield Macdonald and Mr. Wood on the part of Ontario, thought the mode proposed of stating the account reasonable, and it was agreed to accordingly.

A discussion then took place with reference to the items to be deducted from the debt, Mr. Dunkin and Mr. Wood claiming that the debt as shown in the statement in question should be reduced by the total of the following items, on the ground that they are either Bank Balances, or securities for money :—

1st. The Bank of U. C.	$1,150,000	01
2nd. City of Hamilton Coupons	22,240	89
Quebec Turnpike Trust	20,000	00
McGill College Mortgage	40,000	00
Lord Selkirk and Boulton Mortgage	13,900	00
Boulton do.	9,828	00
Markland do.	5,882	00
Bank of U. C. Stock	750	00

3rd. They also claimed the following items as being securities for money, viz :

A. Grand Trunk Bonds	$243.406	00
B. Northern do.	243,333	00
C. do. do.	30,976	00

4th. Debt due by the Great Western Railway.

5th. Also the Hydraulic Rents, and other items enumerated in the Return laid before Parliament during the last Session.

Mr. Rose and Sir George Cartier stated that they could not agree to the deductions claimed, and after a lengthy discussion the consideration of the best plan of adjusting these points of difference was deferred till Monday, the 26th.

The discussion then proceeded on the transactions entered into since June 30th, 1867, and charged against the Provinces.

1st. Objection was taken by the Treasurers of Ontario and Quebec to the item charged for Military Stores.

It was claimed that payments made after June 30th for stores then actually on hand, or which had been ordered by the Province of Canada, but which were received by the Dominion afterwards, should not be charged against the Provinces, but be borne by the Dominion.

A final decision on this point by Sir George Cartier and Mr. Rose was deferred.

2nd. The Treasurers of Ontario and Quebec agreed in the same form as stated in the letter of the Minister of Finance to the Treasurer of Ontario of the 19th December, 1868, to the general fairness of the rule laid down in reference to transactions since 1st July, 1867.

3rd. The Treasurer of Quebec claimed the balance of the unpaid appropriation for Superior Education as stated under letter A. of his communication to the Minister of Finance of the 8th June, 1869.

This was objected to, and after some discussion he agreed that this item should stand over for his future consideration.

4th. Surveys East,—as stated under letter B. of the same communication.

It is understood that any items within the balance of appropriation which either Province may have paid since June 30th, 1867, in consequence of the previous orders of the Province of Canada, shall be paid by the Dominion, and charged to the Province as arrears on proper accounts being rendered.

5th. The item claimed in Mr. Dunkin's communication above referred to under letter C. for the Board of Agriculture and Board of Arts and Manufactures.

It is understood that if this sum is authorized by statute, or has been actually voted, it may be paid, but if not, that the claim is inadmissible.

6th. The Treasurers of Ontario and Quebec refused to recognize the gratuities paid under vote of the Senate.

The Conference then adjourned until Monday, the 26th.

Monday, 26th July.

Present: The same as on Saturday, with the addition of the Honourable Mr. Ouimet.

After much discussion on the different items which the Treasurers of Ontario and Quebec claimed to have deducted from the debt, the following proposal was submitted as a basis on which the whole of the items in dispute should be settled, viz.:—

1. That the Dominion will assume at their face value the items enumerated in the Minutes of Saturday, under No. 2.

2. Also the Grand Trunk Bonds, $243,400.

3. The Hydraulic Rents, and other sums due at such Balances as may be ascertained to have been due on the 1st July, 1867.

4. That the Military stores shall be treated as proposed in the minute of Saturday.

5. That as to the Northern debt, the question whether it shall be deducted or not, and at what amount, shall stand for future consideration.

6. The securities held for the Sinking Fund to be taken at par.

7. That as to the Bank of Upper Canada debt, the Finance Minister in conjunction with the Treasurers of Ontario and Quebec shall investigate, with the assistance of the Trustees, the value of the assets, and endeavour to come to a conclusion as to the real worth of the debt, and the figure at which it shall be allowed by the Dominion to the late Province of Canada.

If they cannot agree then that they shall, with the assent of their respective Governments, name some indifferent person of high standing as a Referee, in which case it shall be competent for the Provinces, not only to ask that the question of value shall be settled, but also to contend, as they have heretofore done, that the total sum is to be assumed and deducted by the Dominion as Bankers' Balance.

8. That the Great Western debt shall be retained as an absolute asset of the Dominion, and not be deducted from the Debt.

9. That any securities connected with Roads and Harbours, not of general, but of local interest, such as embraced in the Return laid before Parliament last Session, shall be valued either between the two Provinces and the Dominion, or by some person of high standing, as mentioned in Article 7, and be deducted at such valued sum.

It was accordingly agreed that the gentlemen representing the several Governments would submit the foregoing proposal with the minutes of this Conference, for the approval and action of their respective Governments, and that, if approved of, a statement of debt framed in accordance therewith should be prepared for submission to and the early action of the Arbitrators.

Tuesday, 27th July, 1869.

Present: The same gentlemen as yesterday, and the Honourable Sir John A. Macdonald and the Honourable Mr. McDougall.

The question of the Bank of Upper Canada debt was again discussed, and it was arranged that, in lieu of the reference mentioned in the minutes of yesterday, the Dominion and the Provinces should now agree on a sum at which the former will assume that item, and after further discussions, it was understood that the sum of $500,000 was a fair amount at which it should be taken, and that that sum should accordingly be deducted from the debt as a final settlement between the Dominion and the Provinces of Ontario and Quebec, in respect of that account.

(B.)

Copy of a Report of a Committee of the Honourable the Privy Council, on the 17*th August*, 1869.

The Committee have had before them a memorandum dated 4th August, 1869, from the Honourable the Minister of Finance, submitting for the consideration of Your Excellency in Council a statement of the debt of the late Province of Canada, to be submitted to the Arbitrators in accordance with the Order in Council of the 29th ultimo, approving of the minutes of the Conference held at Montreal on the 24th and subsequent days of July last.

The Minister of Finance states that the points involving questions of principle, which were reserved for future consideration, were the securities of the Northern and Grand Trunk Railway Companies held by the Government. That with reference to the securities of the Northern Railway, amounting to the sum of $243,333 00, he reports that it was received by the late Province of Canada, under the circumstances stated in the Act, 23rd Vic. chap. 105, and is therein referred to as the bonds of £50,000 sterling, being second Preference Bonds.

That the original advance of £475,000 sterling, and the sum of £50,000 sterling, represented by the third Preference Bonds, class B., to be issued under the 31st Vic., chap. 86, are apart and distinct from the first mentioned second Preference Bonds of £50,000 sterling, held by the late Province of Canada.

That with reference to the securities of the Grand Trunk Railway Company of Canada, amounting to the sum of $243,406 00, the circumstances under which they came into the hands of the Government, he states, are detailed in the Report of the Auditor, and the Minute of the Executive Council of the late Province of Canada, dated the 18th October, 1866, a copy of which Report, and of the minute passed thereon, are submitted with his memorandum.

The questions whether these several securities, or either of them, are to be treated as the absolute property of the Dominion, in terms of the 108th Section of the British North America Act of 1867, and as coming within the category of Public Works and property specified in the Schedule No. 3 of the said Act, or whether they are to be regarded as securities under the 107th Section of that Act, and to be taken in reduction of the debt of the Province at the Union, and, if so, at what amount, he submits for the consideration of Your Excellency in Council.

The draft statement of debt submitted will, he states, be varied according to the decision at which Council may arrive.

The Committee are of opinion that, under the circumstances in which the two items of $243,333 and $243,406, came into the hands of the late Province of Canada, they are to be regarded as securities for money under the 107th Section of the B. N. A. Act of 1867, and ought to be taken at their face in reduction of the debt of the Province of Canada, but that the other items belong absolutely to the Dominion.

Certified, W. H. LEE,
Clerk, P. C.

B.—(*Concluded.*)

STATEMENT OF DEBT OF LATE PROVINCE.

Net debt, July 1st, 1867, as per Statement III, 5p. 71............	$72,061,721	20

U. C. Building Fund Debentures			36,800 00
Sup. Ed. Income Fund Debentures, L. C.			230,681 46
Legislative Grant			28,494 73
Education East			290 10
			$72,357,978 49
Less Bank of U. C	$500,000 00		
Consolidated Fund Securities	120 599 14		
G. T. R. and N. R. R.	486,739 66		
Northern Special	30.976 70		
Cataraqui property	6.584 54*		
Hydraulic and other rents	104,784 44*		
			$1,246,684 48
			$71,111,303 01
Subsequent debits		$2,876,131 84	
Less freight, page 37, P.A. 1868, p. III	$3.943 17		
Clothing and Equipments, page 38, p. III	259,582 95		
Improved fire-arms, p. 40, p. III	19,068 08		
		282,594 20*	
		$2,593,537 64	
Less subsequent credits		574,949 91	
			$2,018,587 73
			$73,129,890 74
Less			62,500,000 00
Net debt to be divided			$10,629,890 74

*The items marked thus, are subject to verification.

From which there will be deducted the value of the Road Securities when ascertained.

SCHEDULE No. 2.

STATEMENT OF THE ASSETS enumerated in the Fourth Schedule of the British North America Act as they stood June 30, 1867, with explanatory remarks.

1. Upper Canada Building Fund Debenture Account $36,800 00

2. Aylmer Court House Debenture Account, 6 per cent 2,000 00

3. Aylmer Court House Debenture Account, 8 per cent $19,674 97

As the late Province is only liable for the amount which may be collected, and the collection of the income is in the hands of Quebec, it has been mutually agreed to strike the item out of the account, reserving a question for the Arbitrators, mentioned below.

4. Aylmer Court House Account, Current, 6 per cent 1,239 75

This amount has arisen from the accumulation of interest on the $2.000. 6 per cent. Debentures remaining unpaid, the 8 per cent Debentures being the first charge upon the income.

5. Montreal Court House Debenture Account 95,600 00

Montreal Court House Account Current 18,996 00

7. Kamouraska Court House Debenture Account............$8,955 00
This is exactly in the same position as the Aylmer's 8 per cent Debentures.

8. Kamouraska Court House Account Current 201 27
Before the building and Jury Fund was established certain charges for maintenance of the Court House had to be paid by the Government out of this Fund, besides the amounts distributed in the 8 per cent. Debentures, this balance is a remnant of these charges.

9. Law Society U. C. Debenture Account.................................. 16,000 00

10. Law Society Account Current........ .... 140,015 61
The cost of the Law Society's buildings, &c., were originally met by the issue of Debentures on the credit of the Law Fees, but in 1860 we redeemed as many of the Debentures as we could get, and charged them against the account current, and all subsequent advances for the building, &c., have been charged against this account.

11. Montreal Turnpike Trust...............................$188,000 00
This sum represents the Debentures issued on the credit of the Trust, with the guarantee of the Province. As the Trust always pays its interest regularly, it has been mutually agreed to strike this item out, reserving a point for the Arbitrators, as above mentioned under the head of Aylmer Court House.

12. University Permanent Fund...................................$1,220 63
This amount was charged against the University improperly, and the debt is repudiated by it. The item was written off to Consolidated Fund before Confederation, by order of the Minister of Finance. It is to be observed with regard to this item, and some others which do not appear in the statement of affairs of June 30, 1867, that the framers of the Act had only in their hands the Public Accounts of 1865, from which the Schedule was drawn, but in the meantime the items had been otherwise treated in our books.

13. Royal Institution................. ....$7,790 00
Otherwise McGill College.—This was the first loan of $8,000 to that institution, deducting $10, which from time immemorial had stood at its credit in our books. It was transferred to Consolidated Fund Investment Account before Confederation, under the impression that it was covered by a mortgage given after the second loan was made, which forms part of that acccount.

14. Consolidated Municipal Loan Trust, U.C. Capital Account.......	$7,300,000 00	
Less at credit of Sinking Fund..........................	429,548 63	
	6,870,451 37	
Less Capital of Indemnity Account......,............	2,218,555 39	
		4,651,895 98
15. Consolidated Municipal Loan Fund, U.C. Interest Account.........................	$3,517,018 32	
Short charged, *vide* P. A. 1868, iii., p. 5..............	65 94	
	3,517,084 26	
Less Interest Account, Seigniorial Indemnity.........	1,350,617 91	
		2,166,466 35

The deductions of the Sinking Fund and Seigniorial Indemnity which, in the statement of affairs, stand amongst liabilities, have been mutually assented to, but in one respect, I have made a difference in this statement from that previously published. I think the present statement to be the correct one, for the reasons stated in a report to the Minister of Finance, of which I add an extract :—" The Upper Canada Indemnity is by the Act to be paid annually to the credit of the Municipal Loan Fund. As it is not in any way to extinguish the debts of the individual municipalities, the Municipal Loan Fund Account must be kept just as if this Indemnity did not exist; but it must be kept as a parallel account, and ought to be treated exactly in the same way as the account to which it is an offset. Now the Municipal Loan Fund is annually charged with five per cent. interest on the capital, being the amount which we have to pay on the debentures issued. Before 1860, it was charged six per cent, but, as at that date we refused to pay more than five, we have only charged what we paid since that time. But under the general Act, we continue to charge six per cent. on all arrears. Now, of these two parallel accounts, the one increases by five per cent. and the other by six per cent. on the capital, a difference which I think right to maintain, because there is no connection between the reasons which regulate those amounts of interest, except that they are the amounts we actually pay. But in other respects these two accounts ought to be treated in exactly the same way. If the annual payment had been carried to the credit of the Municipal Loan Fund in liquidation of it, there would have been so much less interest chargeable on the arrears, and though it cannot be so treated, as the individual liabilities are to be retained, the result as far as the Fund as a whole is concerned, ought to be the same, so that if ever the liability on that account is cleared off, the annual payment should go as provided by the Act, to the Municipalities Fund. But no interest has ever been allowed to the Indemnity Account, which has only been credited with the equivalent to the annual payments to Seigniors. I think that it ought to be allowed at the same rate as is charged to the parallel account, viz : six per cent. This would make a difference of $264,923.75 in the nominal amount, but the difference which it would make in the settlement, generally depends upon the manner in which the account, whatever its amount may be, is treated."

The words of the Act are that " as soon as the Province ceases to be under advances to the said Loan Fund," the balance is to go to the Municipalities Fund. If it is held that this means advances for both capital and interest, and I think it should be so held, because we have redeemed the original debentures, and it does not seem to affect the question, how we raised the money to do so, then the additional interest which I propose above should be allowed, does not at all affect the settlement. As the Indemnity is not included in the liabilities of the late Province, but made an offset from the assets, it does not enter into the question of the debt for which Ontario and Quebec are responsible. Neither does it affect the availability of the assets handed over to Ontario, for the liability of the individual municipalities is not reduced by it. It is merely what it was always intended to be, a piece of book-keeping of no value except in the case of an almost impossible contingency. Whether the change would in any way affect the distribution of the debt between Ontario and Quebec, will depend upon the basis adopted by the Arbitrators, and I need not trouble you about that. For that reason, however, I think it proper to submit this statement to the Arbitrators.

16. Consolidated Municipal Loan Fund, L. C.

Capital Account.................................... .... $2,428,140 00

Less—Sinking Fund... .... $271,339 33
Short credited, *vide* P. A. 1858, iii, p. 4 113 53
271,452 86
$2,156,687 14

Included in the above sum are two loans, Terrebonne, $94,000, and Ottawa County, $131,000 respectively, respecting which in 1861 an O. C. was passed releasing those municipalities, but no Parliamentary authority has ever been given for writing them off the books.

17. Consolidated Municipal Loan Fund, L. C., Interest $782,735 34
Short charged, *vide* P. A., 1858, iii p. 5.................... 7 49
782,742 83

In this sum is included the arrears of Terrebonne, $86,394 89, and of Ottawa, $120,993 98.

18. Agricultural Society, U. C.. 4,000, 00
An Advance made in 1858.

19. Lower Canada Legislative Grant.................. .... 28,494 73

Upon an examination of the Education Accounts in 1856, it became apparent that the grants had been erroneously divided, and that Lower Canada had over expended this amount, but as under existing circumstances the annual expenditure could not be diminished, a separate account was opened for the over draft, for future settlement. In the statement formerly submitted by me, I treated this as a deduction from the Superior Education Fund, because by law, any unexpended balance of the Grant is carried to the credit of that Fund, and this amount might in any year have been deducted from such balances, or it might have been made a deduction from the balance of appropriation for schools, which is included in the debt of the late Province; but as the item was named in the Schedule, it was decided to submit it to the Arbitrators as an asset for them to divide.

20. Quebec Fire Loan... .... $264,254 65

This is the amount which stands in our books, but in 1863 there was legislation upon the subject, making certain deductions from the original debt for prompt payment of part of the arrears. No statement has ever been sent me of the extent to which the Act was taken advantage of. The item will certainly have to be reduced, and the officer in charge of the account at Quebec should be called upon for a statement.

21. Temiscouata Advance Account.

This item stood in the Public Accounts of 1865 at $3,000, being an advance to certain municipalities in the County of Temiscouata, on account of the Seigniorial Indemnity coming to these townships. In 1867 it was transferred to the account of the Seigniorial Indemnity to townships, which was then regularly opened. We have never been able to get proper accounts from the persons to whom the money was entrusted, shewing which municipalities benefitted by the advance, and as some of it at least appears to have been distributed in the Seigniories which had no claim on the Fund, it would probably be better to restore it to the assets of the late Province, to be dealt with by the Arbitrators.

22. Quebec Turnpike Trust... .... 29,580 00

This by mutual consent was treated as a deduction from Sundry Trust Funds, being interested on their investments, which we had given them credit for, but never had collected.

23. Education East.. 290 10

A balance of defalcations in the Education Office. In previous statements I treated it as a deduction from Education, but it was restored to the assets for the reasons given under the head of L. C. Legislative Grant.

24. Building and Jury Fund L. C... 116,475 51

Advances made to the Fund on the credit of its income.

25. Municipalities Fund L. C.. $484,244 33

A large portion of this arose from advances made to several municipalities on the credit of the Fund, and about $36,000 more has been guaranteed to others by legislation, but has not yet been paid. Moreover, by the Seigniorial Act, of the total capital of the Seigniories of St. Sulpice, only $140,000 was to be charged on Consolidated Fund, and the balance $196,419,66 was made a charge against this Fund, but until it was able to pay it the amount was to be advanced from Consolidated Fund. This $196,419.66 forms part of the capital of the Seigniorial Compensation, which forms part of the whole debt; but upon the ground that it was nominally a charge upon this local fund of Lower Canada, which has no means to meet it, neither Upper Canada nor the townships got any indemnity for it.

26. Lower Canada Superior Education Income Fund...$230,681 46
Add Interest on Investment.. 3,600 00
234,281 46

This arose from annual over expenditure of the fund since 1855, and of late years a vote has always been taken in the Estimates authorizing the advance. In my former statement, therefore, I treated this as a deduction from the Capital of the Fund, but for the reasons assigned under the head Legislative Grant, it has been restored to the assets

$11,200,685 60

This completes the assets included in the Schedule, but there are two other items, which are of the same character as the above, which should have been included in the Schedule.

City of Hamilton Interest Account, $32,400, is the exact counterpart of the Quebec Turnpike Trust, being interest on investment of Trust Funds which had not been paid. It is proposed to treat it in the same way, making it a deduction from the funds. But as the Lower Canada Superior Education Income Fund has now been replaced in the assets, a slight revision of this arrangement will have to be made. The City of Hamilton Interest Account will disappear from the assets, but whereas $18,000 and $10,800 will be made deductions from the Upper Canada Grammar School Income Fund and the Upper Canada Building Fund respectively, the balance of $3.600 must be added to the Lower Canada Superior Education Income Fund, making it $234,281 46, as above given.

Registration Service, L. C., $2,524.38.—This account was not in existence in 1865, from the statement of affairs of which year the Schedule was drawn out but it is exactly analogous in its origin to the others, being advances made on the credit of a special fund. It is proposed that this be given up to Quebec, which has the administration of the fund, and that as an offset an old account called Indemnity to Revenue Inspectors U. C., $2.426.41 be given up to Ontario.

In the foregoing remarks I have mentioned three of the assets enumerated, which by mutual consent, have been struck out, together with their corresponding liabilities, reserving a point for the Arbitrators to settle, namely:—Aylmer Court House 8 per cent. Debenture Account, Kamouraska Court House and Montreal Turnpike Trust. As to the two first the Dominion cannot relieve itself of its responsibility to pay to the Debenture holders the proceeds of the Local Tax. Should Quebec, which has the collection of the tax, fail to do so, and recourse is had upon the Dominion, is the Dominion to have a claim upon Quebec alone? or upon Ontario and Quebec, and in what proportion ? Similarily the Montreal Turnpike

Trust always has paid its interest, and therefore the asset and corresponding liability have been struck out. But if the Trust fails to pay, and recourse is had upon the Dominion, in what proportion is it to fall back upon Ontario and Quebec, which have been relieved from the amount in computing the debt?

There are two other items which, as not forming part of the asset, do not strictly belong to the statement I am called upon to make but which so closely resemble the preceding ones, that it may be as well to mention them here.

The Montreal Harbour Commissioners borrowed $481,426 27 with the Provincial guarantee and as they have always paid their interest, the amount is not included in counting the debt; but if the Dominion is at any time called upon under its guarantee, in what proportion is it to fall back upon Ontario and Quebec? The other item is one which stands only in the liabilities, viz:—The Crown Lands Suspense Account, standing nominally at $112,748 63 but really being a much less amount. This it has been agreed to leave out of the debt, upon the ground that the great bulk of it which will ever have to be paid will be paid in land, the property of Ontario and Quebec. It is understood that Ontario and Quebec each assume the responsibility of paying all just claims arising in their territory either in land or money, but if they fail to do so, and recourse is had upon the Dominion, in what way is it to recover from Ontario and Quebec?

There is still another item which, though not enumerated in the Act, is a joint asset of Ontario and Quebec. All the other Trust Funds which form a part of the liabilities of the late Province, belong either to Ontario or Quebec, or to individual bodies or institutions within them but the Common School Fund is the joint property of the two. The Schedule in question only dealt with the assets of the Province which were to be abandoned to the two sections of it; but this is a liability of the Province and now of the Dominion, which thus becomes a joint asset of those two sections. If the Act creating the Common School Fund had been strictly acted upon, the Annual School Grants would have been charged against it as far as its income would have covered them; but they have always been charged against Consolidated Fund, and the Common School Fund has been allowed to accumulate at compound interest. As far, therefore, as that part of the Fund is concerned, more than half of the whole amount, it would appear that it should be divided as the grants were divided which should have been charged against it, viz:—according to population. The present amount of the Fund, deducting the investments, is $1,645,644 47, and the lands already sold, but not paid for, amount to as much or, perhaps, rather more. This further difficulty, however, arises out of the division of this Fund, that the investments, Quebec Turnpike Trust Bonds, amounting to $58,000 cannot well be divided. I believe, however, that they are worthless, or nearly so, and that by the legislation of the late Province.

JOHN LANGTON.

Auditor.

STATEMENT showing the net annual receipts after deducting costs of collection of the several accounts undermentioned, from 1st January, 1863, to 30th June, 1867.

	1863.		1864. Half Year.		1865.		1866.		1867.		Average rate per cent.
	$	cts.	$	cts.	$	cts.	$	cts.	$	cts.	
U. C. Building Fund Debentures Account	4,128	00	1,596	00	3,192	00	2,208	00	2,352	00	6
Montreal Court House	23,266	01	15,114	12	22,459	87	26,455	17	34,630	72	17.42
Aylmer do 6 per cent											
Law Society, U. C.	13,998	11	8,453	99	18,577	41	15,030	21	13,090	09	7.14
Consolidated M. Loan Fund, U. C.	183,232	62	81,645	08	198,316	39	168,921	13	188,384	68	1.69
Do. do L. C.	170,162	40	6,077	67	70,076	71	76,919	11	81,588	85	2.88
Agricultural Society, U. C.											
L. C. Legislative Grant											
Quebec Fire Loan	6,278	42	84,209	69	7,600	00	5,758	38	3,556	72	7.34 (1.98)
Education, East											
Building and Jury Fund	29,710	68	13,797	32	40,030	40	22,252	77	16,765	45	11.58 (32.38)
Municipalities Fund, L. C.	30,915	37	10,719	10	13,751	54	20,852	25	12,743	88	1.14 (5.62)
L. C. Superior Education Income Fund	28,105	10	17,243	17	38,264	50	34,451	15	40,414	78	14.30
Items in the Schedule which have been struck out.											
Aylmer Court House, 8 per cent	1,295	32	949	08	1,579	90	1,750	90	1,283	21	7.75
Kamouraska do	831	48	692	65	1,015	63	756	20	729	99	10.00
Montreal Turnpike Trust, 6 per cent	11,280	00	11,280	00	11,280	00	11,280	00	11,280	00	6
University Permanent Fund											
Temiscouata Advance account											
Quebec Turnpike Trust											
Items of similar character not in Schedule.											
City of Hamilton, Interest account											
Registration Service, L. C.									3,910	69	
Revenue Inspectors, U. C.					1	50					

NOTES TO STATEMENT.

U. C. BUILDING FUND...... LAW SOCIETY................	An amount of principal was paid during the period which I have deducted on both sides.
MONTREAL COURT HOUSE.. LAW SOCIETY.................... BUILDING AND JURY FUND.	Besides the interest on the debt, there is some expenditure chargeable against these accounts which I have not deducted from the Income. In the case of the Montreal Court House and Law Society, this expenditure is not of much importance. But in the case of the Building and Jury Fund, the regular annual expenditure chargeable against the Fund, irrespective of the advances which may be considered capital is very large, amounting on the period to $ If this were deducted from the income, what would remain available for repaying the advance of capital would be only $ or equivalent to 11.58 p. c.
QUEBEC FIRE LOAN...........	Large payments were made in 1864, to enable the debtors to take advantage of the partial remission secured to them by the Act. This materially affects the average rate of income. If the year 1864 is left out entirely, the average on the other years which may be considered average years, would be 1.98 per cent. It must, however, be remembered that the capital is stated too large in our books since 1863, though to what extent I cannot now ascertain.
L. C. SUPERIOR EDUCATION..	In 1866, $92,583 83 was added to the capital of the Superior Education Fund, and $72,684 84 went to the credit of the Income Fund for Seigniorial Compensation. As the interest on this counts back before 1863, the average income is unduly swelled. It is also to be observed that a considerable amount of the Income of the Fund arises from annual grants of the Legislature, amounting during the period to $308,600 38, which I have omitted in this statement.
MUNICIPALITIES FUND, L. C.	Of these receipts $88,446 were capital and only $23,328 19 or $70.910 80 and $18,065 34 interest. If the receipts on capital are excluded, the per centage will be 1.14.

JOHN LANGTON.

SCHEDULE No. 3.

STATEMENT OF CASE OF THE PROVINCE OF ONTARIO.

The Province of Ontario submits the following statement of Case to the Board of Arbitrators in accordance with the resolution adopted at their last meeting.

The Province of Ontario has in the preparation of the Case, arranged the subjects for consideration under the following heads :

1. The whole debt of Canada, at the time of the Confederation, and the excess of that debt, beyond the sum of $62,500,000 allowed by the 112th Section of the Act of the Imperial Parliament, 30 and 31 Vic., ch. 3, called the British North America Act, 1867.

2. The amount and specification of assets under Schedule Four of the British North America Act, 1867.

3. The proportion of the whole debt of Canada, created for the local purposes of the present Province of Ontario.

4. The proportion of the whole debt of Canada, created for the local purposes of the present Province of Quebec.
5. The proportion of the assets belonging to the Provinces of Ontario and Quebec respectively.
6. The division of the excess of debt beyond $62.500,000, between the Provinces of Ontario and Quebec.
7. The division of the assets between the Provinces of Ontario and Quebec.
8. The question of the School Lands.
9. Claims arising out of the Seignorial Tenure Arrangement.

No. 1.—*The whole debt of Canada at the time of Confederation, and the excess beyond* $62.500,000.

Upon this head, Ontario contends that the whole debt of Canada at the time of the Confederation shall be taken at the sum of $73.039.553 92, as shown by Schedule AA and the excess beyond $62,500,000 at the sum of $10.539.553 92 leaving this latter sum as the amount to be dealt with by the Arbitrators in the adjustment of the debt between the Provinces.

No. 2.—*The amount and specification of assets under Schedule Four of the British North America Act,* 1867.

The amounts and specifications are shown in the Schedule hereto marked A.

Nos. 3 and 4.- *The proportion of the whole debt of Canada, created for the local purposes of the Provinces of Ontario and Quebec respectively,*

These several proportions are shown in the Schedules hereunto annexed, and marked for the Province of Ontario B., and for the Province of Quebec C.

No. 5.—*The proportion of the assets under Schedule Four, belonging to the Provinces of Ontario and Quebec respectively.*

These several proportions are shown in the Schedules hereto annexed, and marked D. for the Province of Ontario, and E. for the Province of Quebec.

No. 6.—*The divisions of the excess of debt beyond the sum of* $62 500,000 *between the Provinces of Ontario and Quebec.*

The excess of debt beyond $62,500,000 being assumed by Ontario at $10,559.553.92 the Province of Ontario submits to the Arbitrators its view of the manner in which that excess should be apportioned.

According to the Schedules B. and C., showing the debts created for local purposes in the Provinces of Ontario and Quebec, the amount of those debts is $17,735,579.52, of which $9,833,733.33 are of the Province of Ontario, and $7.401,046 19 of the Province of Quebec, and the Province of Ontario is willing that the proportion that it shall bear of the excess of debt above $62,500,000 shall be determined by a charge against it in a ratio of either its debt created for local purposes to the excess, or of the population of Ontario and Quebec respectively, according to the last census, or apportioned to the value of the assets of Quebec and Ontario, capitalized at six per cent. on the average rate of interest they produced for the last four years and-a half; but such interest not to be allowed beyond six per cent. where the average has been more than six per cent. The result of each of these modes upon the basis offered by the Province of Ontario would be as follows:—

No. 1.—PROPORTION OF LOCAL DEBTS.

Debts of Ontario and Quebec for local purposes, $17,735,579.52.

Local debt of Ontario	$9,833,733.33
Local debt of Quebec	7,901,046.19
Excess of debt of Canada	10,539,553.92

As the total local debt, $17,735.579.52, is to the excess of debt, $10,539 553.92, so is the local debt of Ontario $9,833,733.33, to the amount of debt of Canada to be hereafter borne by Ontario, and the same as to Quebec, producing the following results :

	Total local debt.	Excess of debt.	Local debt.	Result.
ONTARIO	$17,735.579.52 :	$10,539,553.92 : :	$9,833,733.33 :	$5,845,416 01
QUEBEC	17,735,579.52 :	10,539,553.92 : :	7,901,046.19 :	4,694,137.91

and thus making the Province of Ontario liable for $5,845,416.01 and the Province of Quebec liable for $4,694,137.91.

No. 2.—PROPORTIONS OF POPULATION.

The Population of the Provinces of Ontario and Quebec, according to the last census of 1861, showed the following numbers : Ontario, 1,396,091 ; Quebec, 1,111,566, or a total population of 2,507,657. If this be taken as the basis the case will stand thus :

Total Population	2,507,657
Population, Ontario	1,396,091
Population, Quebec	1,111,566
Excess of Debt	$10,539,553 92

and this proportion will be as the total population to the excess of debt, so will the population of Ontario and Quebec respectively be to the excess of debt to be borne by them, producing the following results :

	Total Population.	Excess of Debt.	Local Population.	Result.
ONTARIO	2,507,657 :	$10,539,553 92 : :	1,396,091 :	$5,867,738 43
QUEBEC	2,507,657 :	$10 539,553 92 : :	1,111,566 :	$4,675,815 49

thus making the Province of Ontario liable for $5,867.738.43, and the Province of Quebec liable for $4,675,815.49.

No. 3.—PROPORTION OF CAPITALIZED ASSETS.

According to the Schedule A hereto, the total assets of both Provinces amount to $11,208,637.30, the proportion of Ontario being $7,017.604.35, and of Quebec $4.191,032.95, according to the Schedules D. and E. hereto. These respective assets capitalized on their average rate of interest during the last four years and a half, at six per cent. by the same Schedules D. and E., would produce for Ontario $2,117,320.99, and for Quebec, $2,087,001. 13, or a total of $4,204,322.12, Taking this as a basis, the case will stand :

Total capitalized assets	$4,204,322 12
Capitalized assets, Ontario	2,117,320 99
Capitalized assets, Quebec	2,087,001 13
Excess of debt	10,539,553 92

and the proportion will be as the total capitalized assets are to the capitalized assets of each Province, so is the excess of debt to the borne by each Province, as follows :

	Total Capitalized Assets.	Local Capitalized Assets.	Excess of Debt.	Result.
ONTARIO.	$4,204.322 12 :	$2,117,320 99 : :	$10,539,553 92 :	$5,304,184 41
QUEBEC.	$4,204,322 12 :	$2,087,001 13 : :	$10,539,553 92 :	$5.235,369 51

Thus making the Province of Ontario liable for $5,304.184.41, and the Province of Quebec liable for $5,235,369.51.

The Province of Ontario is unable to suggest, for the consideration of the Arbitrators, any other basis upon which a division of debt could justly be made and the reasons of each mode of apportionment are as follows :

No. 1.—It is clear that of the whole debt of the late Province of Canada, $17,735,519 52 has been incurred for the local purposes of Ontario and Quebec; of this sum in the charge against the Dominion Government of $62,500,000, $7,196,025 60 has been absorbed, leaving only $10,539,553 92 to be provided for, and it seems a fair distribution of this sum that it should be borne by the respective Provinces in the proportion in which they received the moneys raised for local purposes, and of which it formed a part.

No. 2.—The Parliament of Canada itself adopted this apportionment according to population, when dealing with the Municipalities Fund for Upper Canada, and that fund is still so divided; also as to the Common School Grants. This basis of division would seem to carry out the principle of No. 1, and would have the concurrence of two things: the larger population, and the receipt of the greater amount of money for local purposes.

No. 3.—This basis of apportionment of the assets was suggested since the commencement of the Arbitration, and can only be used as by agreement; but it was considered a just proposal, as these assets arose from and formed part of the debt of the late Province of Canada, and were not for general but local purposes, that their value should be ascertained through the annual average income for four years and a-half prior to 30th June, 1867, derived from the institutions owing the several debts which formed the assets, and thus be made the basis for apportioning the debt itself.

No. 7.—*The division of the assets between the Provinces of Ontario and Quebec.*

By Schedules A, D, and E, the Province of Ontario has submitted to the Arbitrators statements of the assets to be divided, and the manner of division.

In proposing this division, the Province of Ontario has left each asset with the Province in which it arose, and to which it seems naturally to belong, and it is believed that no more fair or just division can be arrived at. The actual value of the assets, if taken according to the proposal of capitalization on the average income of four years and a-half, as shown by Schedules D and E, is equally favourable to the fairness of this division, as, although the nominal par value of the assets, as stated in those Schedules, shows an excess for Ontario of $2,826,571 40, the actual value so capitalized, gives only $30,319 86 more to Ontario than to Quebec.

No. 8.—*The School Lands.*

These lands are derived altogether from the Province of Ontario, and that Province claims the whole balance, whether of lands or money, that remained at the time of Confederation.

These lands were set apart for a capital for a Common School Fund by Statute of Canada, 12 Vic. ch. 200, sec. 1, and were to produce an income of $400,000 per annum. By the second section of the same Act the capital of the fund was to be invested as therein mentioned to produce this annual income. The fund derived from these lands was never so invested by the Province of Canada, but was carried into the general account, and so has become a part of the debt of Canada, but the unexpended balance of the lands and fund, amounting to $807,954 95, remains to be dealt with by the Arbitrators. Under section 109 of the British North America Act, 1867, all lands, &c., and moneys arising from lands, &c., belonging to the several Provinces, shall belong to the several Provinces in which the same are situate or arise, subject to any trusts existing in respect thereof, and to any interest other than that of the Province in the same. The Province of Ontario submits that there is no trust existing in respect of these lands, nor any other interest in them, other than that of the Province of Ontario. While the Union of Canada existed, the fund received from these lands was appropriated, and therefore no objection is made to the manner in which Canada dealt with those funds received before Confederation, which were allowed to form part of the general debt, but the Province of Ontario contends that since Confederation the residue of the lands, and the funds derived therefrom belong wholly to her, and that the terms of the enactment appropriating the lands and providing for the apportionment of the fund, such as the apportionment of the grant in aid of the fund, and the grant from the Consolidated Revenue of Canada to make up the deficiency in any year, are inconsistent with any trust or interest other than that of Ontario alone.

No. 9.—*Claims arising out of the Seigniorial Tenure Arrangement.*

Under this head Ontario claims against Quebec the following sums:

1. Interest of the Municipal Loan Fund of Upper Canada, over-paid by Indemnity Account	$52,089 04
2. Arrears of Debt of Lower Canada on the Municipal Loan Fund of Lower Canada	782,742 83
3. Jesuits Estates carried to credit of Superior Education in Lower Canada, with interest from 4th May, 1859, at 6 per cent	92,583 83
4. Quint and arrears of Quint with interest from fourth May, 1859, at 6 per cent	103,544 00
5. Part of Capital of St. Sulpice with interest as above	196,719 66
6. Indemnity to the Eastern Townships with interest as above	756,710 00
7. Income Fund, Superior Education, L. C.	47,689 04
8. Difference between capitalization of *estimated* receipts from Seigniory of Lauzon and Tavern Licences and of actual recipts	73,258 90
9. Five-ninths of the actual capital from item 8, the revenues from Lauzon, and the Tavern Licences remaining now with Lower Canada	422,880 80

The Province of Ontario contends that its claim to these several items is sustained on the following grounds :

As to Item 1,

The Indemnity Capital for Upper Canada for the Seigniorial Fund was	$2,218,555 39
The interest thereon	$1,350,617 91
	$3,569,173 30
The interest on the U. C. Municipal Loan Fund was	3,517,084 26
Difference	$52,089 04

for which Ontario has received no compensation.

On the item 2,

The arrears of interest on the Municipal Loan Fund of Upper Canada having been charged as against her, the arrears of Lower Canada on the similar account, amounting to $782,742 83, should be charged against Lower Canada.

On the item 3,

The fund from the Jesuits Estates was carried to the credit of Superior Education in Lower Canada, to the amount $92,583 83, for which Upper Canada has had no equivalent.

As to Item 4,

The capital and arrears of Quint were included in the general capital of the Seigniorial Arrangement, but were not ascertained, and the amount has now to be accounted for to Ontario to the extent of $103,544 00.

As to Item 5,

Part of the capital of Seigniories of St. Sulpice, $196,719 66, was, by the Act of 1859, made a charge against the Lower Canada Municipalities Fund, and not against the Consolidated Revenue Fund ; but it was provided that until the Municipalities Fund was able to pay the interest thereon, it should be paid out of the Consolidated Revenue Fund, and as this Fund is not now, nor is ever likely to be able to pay it, Ontario is entitled to compensation for it.

As to Item 6,

Under the Seigniorial Act, there was set apart for the Eastern Townships of Lower Canada, as not being interested in the Seignorial Commutation, and as their equivalent therefor, the sum of $754,710 00, but as these Townships are a part of Quebec, and Ontario has had no equivalent for that sum, it now claims compensation for it.

As to Item 7,

This stands upon the same footing as item 3, and Ontario claims compensation therefor.

As to Item 8,

The estimated annual receipts of Seigniory of Lauzon were.... $12,951 65

" " " from Tavern

Licenses	37,115 01
Total	$50,066 66

The actual receipts were

Lauzon	$11,897 47	
Licenses	33,773 66	
		$45,671 13

The capital produced by the former is	$834,444 40
" " by the latter	761,185 50
To be compensated to Ontario	$ 73,258 90

As to Item 9

The capital produced from the actual receipts from Lauzon and the Tavern Licenses being $761,185 50, and the whole of those receipts which should have gone to credit of Canada being now in the possession of Quebec, Ontario is entitled to five-ninths of the capital or $422,880 80.

The Province of Ontario claims the right to urge any further matters upon the consideration of the Arbitrators, as it may be advised either on its claim now set forth, or in answer to any claim made by Quebec: and to make by its counsel any statements or arguments that may be necessary further to elucidate the case hereby presented, or to answer the case of the Province of Quebec.

J. Hillyard Cameron, Q.C.,
Counsel for Ontario.

"AA."

Statement Showing the Debt of the late Province of Canada.

Liabilities.

Direct Debt assumed by Dominion 30th June, 1867, Public Accounts, 1867, page 1			$62,734,797 63
Indirect Debt assumed by Dominion as follows:—			
Upper Canada Building Fund Debentures		$ 36,800 00	
Montreal Court House do		95,600 00	
Law Society do		16,000 00	
Aylmer Court House do		2,000 00	
			150,400 00

Special Fund Bearing Interest.

Indian Fund			1,810,110 61	
Common School Fund	$1,733,224 47			
Less one-fourth of Receipts for Common School Lands sold during the existence of the Upper Canada Improvement Fund, from the day of the abolition of that Fund to 1st July, 1867	$124,685 18			
		1,608,539 29		
Less investments, Quebec Turnpike Trust)	58,000 00			
Arrears of Interest	29,580 00			
		87,580·00	1,520,959·29	
Carried forward			$3,331 069·90	$62,885,197·63

Brought forward				$3,331,069 90	$6,885,197 63
Upper Canada Grammar School Fund			362,769 04		
Less Investments (City of Hamilton Debentures)			50,000 00		
				312,769 04	
Upper Canada Building Fund		1,579,808 96			
Less Investments (City of Hamilton Debentures)	30,000 00				
Arrears of Interest	10,800 00				
Amount charged in error to Consolidated Fund expended on account of Lunatic Asylum Buildings, Toronto, in the year ended 30th June 1866 and 1867.	65,617 55				
		106,417 55		1,472,391 41	
Lower Canada Superior Education Fund			377,251 53		
Less investments (Huron and Bruce Debentures)		19,400 00			
Less Investments (City of Hamilton Debentures)		10,000 00	29,400 00		
				347,851 53	
Normal School Building Fund			61,761 84		
Superannuated Teachers' Fund			2,700 88		
				64,462 72	
Compensation to Seigniors (capital)				3,113,100 02	
Seigniorial Indemnity to the Townships (capital)				756,710 00	
					9,398,354 62
Widows' Pension and Uncommuted Stipends, Upper Canada				50,143 84	
Do do Lower Canada				4,126 31	
					54,270 15

MISCELLANEOUS LIABILITIES—PAYABLE IN CASH.

Court Houses, Lower Canada				4,061 20
Montreal District Council				3,912 05
Public Works (special)				12,711 95
Municipalities Fund, Upper Canada				302,553 66
Upper Canada Grammar School Income Fund			36,167 65	
Less arrears of Interest on Investments (City of Hamilton Debentures)			18,000 00	
				18,167 65
Upper Canada Improvement Fund (prior to abolition of Order in Council)		5,180 04		
Less Receipt in former years reversed		60 96		
			5,119 08	
1-4 receipts of Common School Land sold during the existence of the Upper Canada Improvement Fund from the day of the abolition of that Fund to 1st July, 1867		124,685 18		
1-5 receipts on Crown Lands so sold and money so received		101,771 68		
			226,456 86	
				231,575 94

Compensation to Seigniors, arrears...		72 25	
Balance of special appropriations, (Ontario)		218,473 37	
Do. do (Quebec)		99,482 20	
Amount paid by Ontario for Surveys ordered prior to 1st July 1867		7,074 01	
Amount paid by Quebec for Surveys ordered prior to 1st July, 1867		7,651 53	
Ten per cent. on purchase money ($181,062.50) of the Canada Land and Emigration Company to be repaid to the Company as per agreement for the construction of roads	18,106 25		
Less paid thereon by the Province of Canada...	5,177 88		
		12,928 37	
Seigniorial Indemnity to the Townships		130,347 39	
			1,049,011 57
Banking accounts, 30th June, 1867, assumed by the Dominion.			3,096,415 22
Public Works, special, debited to Public Works			7,288 05
Capitalization of Annuities			999,835 55
Discount at which £73,000 stg. Debentures taken from the Bank of Montreal at par per agreement were placed in the Sinking Fund		46,184 66	
Less premium at which £42,501 13.4 due to the Sinking Fund, 30th June, 1867, might have been invested		30,807 42	
			15,377 24
Expenditure on Account of the late Province of Canada to the 30th June, 1868. Public Accounts 1868		1,535,675 43	
Less Militia clothing and equipments and improved fire arms	278,651 03		
Unexpended warrant, cancelled	64 05		
This sum twice included.	2,044 80		
Gratuities to officials and other employees of the Senate charged in said expenditure	22,819 10		
		303,578 98	
			1,232,096 45
DEDUCTIONS.			$78,737,846 48
Consolidated Fund Investment Account, being excess at par value of Consolidated Canadian Loan Debentures assumed from the Bank of Upper Canada	5,353 33		
Expenses of Delegation to England	12,000 00		
Receipts of the Dominion on account of the late Province of Canada to 30th June, 1868. Public Accounts, 1868...	491,743 01		
Consolidated Fund Investments	997,666 72		
Composition Bank of Upper Canada Debt	500,000 00		
Northern Railway Special Account	30,976 70		
Cataraqui Property	6,584 54		
Hydraulic and other Rents	101,784 44		
Roads and Harbours	202,377 63		
Sinking Fund of Imperial Guaranteed Loan	681,333 32		
do Canadian Consolidated Loan	1,207,222 26		
Cash and Banking Accounts transferred to Dominion	1,461,250 61		
			5,698,292 56
			73,039,553 92

Allowed by British North America Act	62,500,000 00
Excess over $62,500,000 00	$10,539,553 92

A.

ASSETS under Schedule Four of British North America Act, 1867.

UPPER CANADA BUILDING FUND.

Lunatic Asylum and Normal School Debentures	$36,800 00

COURT HOUSES.

Lower Canada,

Debenture Account	Aylmer	$2,000 00	
Account Current		1,239 70	
Debenture Account	Montreal	95,600 00	
Account Current		18,966 21	
Account current, Kamouraska		201 91	
			118,037 82

LAW SOCIETY.

Upper Canada.

Debenture Account	16,000 00	
Book Account, current	140,015 61	
		156,015 61

MUNICIPAL LOAN FUND.

Upper Canada.

Capital Account		7,300,000 00	
Less at Credit of Sinking Fund		429,548 63	
		6,870,451 37	
Less Capital of Indemnity Account		2,218,555 39	
		4,651,895 98	
Interest Account	$3,517,018 32		
Short charged	65 94		
	3,517,084 26		
Less Interest on Indemnity Account	1,350,617 91		
		2,166,466 35	
			6,818,362 33

MUNICIPAL LOAN FUND,

Lower Canada.

Capital Account	2,428,140 00	
Less Sinking Fund	271,452 86	
	2,156,687 14	
Interest Account	782,742 83	
		2,939,429 97

AGRICULTURAL SOCIETY.

Upper Canada.

Advance	4,000 00
Carried forward	$10,072,645 73
Brought forward	$10,072,645 73

LEGISLATIVE GRANT.

Lower Canada.

Advance	28,494 73

QUEBEC FIRE LOAN.

Lower Canada.

Advance	264,254 65

EDUCATION.

Lower Canada.

Advance	290 10

BUILDING AND JURY FUND.

Lower Canada.

Advance Account	116,475 51

MUNICIPALITIES FUND.

Lower Canada.

Advance Account	484,244 33

SUPERIOR EDUCATION.

Lower Canada.

Advance Account	234,281 46

REVENUE INSPECTORS' ACCOUNT.

Upper Canada.

Amount of Account	2,426 41

REGISTRATION SERVICES.

Lower Canada.

Amount of Account	2,524 38
Temiscouata Advance Account	3,000 00
	$11,208,637 30

DEBT OF CANADA created for Local Purposes.

B.

ONTARIO.

UPPER CANADA BUILDING FUND.

Debentures issued for Lunatic Asylum and Normal School	$36,800 00
Carried forward	$36,800 00

Brought forward		$36,800 000

LAW SOCIETY.

Debentures issued	$ 16,000 00	
Book Account Advance	140,015 61	
		156,015,61

MUNICIPAL LOAN FUND.

Capital Account		7,300,000 00	
Less at Credit of Sinking Fund		429,548 63	
		6,870,451 37	
Less Capital of Indemnity Acccount		2,218,555 39	
		4,651,895,08	
Interest Account	$ 3,517,018 32		
Short charged	65 94		
	3,517,084 26		
Less Interest on Indemnity Account	1,350,617 91		
		2,166,466 35	
			6,818,362 33

AGRICULTURAL SOCIETY.

Amount advanced	4,000 00

INDEMNITY ACCOUNT.

Under Seigniorial Act, 1854	600,000 00	
Under Seigniorial Act, 1859	2,218,555 39	
		2,818,555 39
		9,833,733 33
		7,901,046 19
		$17,735,579 52

C.

QUEBEC.

COURT HOUSES.

Amount advanced	$ 118,037 18

MUNICIPAL LOAN FUND.

Amount advanced	2,939,429 97

SEIGNIORIAL TENURES.

Capital to Seigniors	3,715,538 26
Carried forward	$6,773,005 41

Brought forward	$6,773,005 41

MUNICIPALITIES FUND.

Advance....	488,244 33

SUPERIOR EDUCATION.

Advance	234,284 46

QUEBEC FIRE LOAN.

Advance	264,254 65

BUILDING AND JURY FUND.

Advance	116,475 51

LEGISLATIVE GRANT.

Advance	28,494 73

EDUCATION.

Advance	290 10
	$ 7,901,046 [illegible]

D.

ONTARIO.

ASSETS.	Amount.		Average rate per cent. for 4½ years	Value capitalized at 6 per cent.	
U. C. Building Fund	$36,800	00	6	$36,800	00
Law Society, U. C.	156,015	61	$7 14	156,015	61
Consolidated Municipal Loan Fund, U. C. .... Principal.. .... $4,651,895 98 Interest 2,166,466 35	6,818,362	33	1. 69	1,920,505	38
Agricultural Society, U. C. (This is put down as yielding nothing, yet it is a good asset for the amount, the Society being able to pay).........	4,000	00	...	4,000	00
Revenue Inspectors, U. C.	2,426	41	0		
	7,017,604	35		2,117,320	99
Assets of Quebec	4,191,032	95		2,087,001	13
		30		$4,204,322	12

E.

QUEBEC.

ASSETS.	Amount.		Average rate per cent. for 4½ years	Value capitalized at 6 per cent.	
Aylmer Court-House Debenture Account, 6 per cent.	$2,000	00			
Aylmer Court-House Account Current	1,239	70			
Montreal Court-House :					
Debenture Account ... $95,600 00					
Account Current ... 18,996 21	114,596	21	$47 42	$114,596	21
Kamouraska Court-House Account Current $201 91. There are $8.955 8 per cent. ; Debentures forming a first charge on the income. Ten per cent. would pay the interest on the Debentures, and leave ample to wipe out the Account Current ... $201 91	201	91	...	201	91
Consolidated Municipal Loan Fund, L. C. :					
Principal ... $2,156,687 14					
Interest ... 782,742 83	2,939,429	97	2 88	1,410,926	38
Superior Education, L. C. :					
Legislative Grant ... $ 28,494 73					
Balance of deficit in Education Office ... 290 10					
Income Fund ... 234,281 46	263,066	29	14 30	263,066	29
Quebec Fire Loan	264,254	65	1 98	87,204	03
Building and Jury Fund, L. C.	116,475	51	11 58	116,475	51
Municipal Fund, L. C.	484,244	33	1 14	92,006	42
Registration Services, L. C.	2,524	38	3,910 60	2,524	38
Temiscouata Advance Account	3,000	00			
	4,191,032	95		2,087,001	13
Assets of Ontario	7,017,604	35		2,117,320	99
	$11,208,637	30		$4,204,322	12

ANSWER TO THE CASE OF ONTARIO.

EXCESS OF DEBT.

The Province of Ontario, in the case submitted on its behalf, suggests three modes of dividing the excess of debt :—1. Proportion of local debts ; 2. Population in 1861 ; 3. Proportion of capitalized assets.

1. PROPORTION OF LOCAL DEBTS.

To arrive at the amount of these local debts, Ontario finds it convenient to limit their enumeration to the assets in Schedule Four, taken at the face value put upon items similar in name in the Public Accounts, and to what it states as being the expenditure for the Seigniorial legislation. This suggested investigation, by the origin of debt, is partial and incomplete ; it wholly ignores the large expenditure made, during the Union, for the local advantage of the respective Provinces, and which have left no assets to represent such outlay.

It must have escaped the mind of the framer of the Case for Ontario :

1. That the debt of Upper Canada, at the Union in 1841, was a local debt ... $5,925,779 54

2. That the interest on the same was also a local debt ... 7,578,744 65

3. That the Upper Canada Improvement Fund, which had in fact no counterpart in Lower Canada, which was the proceeds of Public Lands, and

produced during the six years of its existence	425,527 62

was also a local debt.

4. That the excess of the proceeds of the Municipalities Fund in Upper Canada over that in Lower Canada, which were both proceeds of Public Lands, should also have been noted as a local debt or expenditure.

It stands thus	U. C.	$3,493,514 88	
do.	L. C.	300,747 50	
Difference			3,192,767 38
Making altogether			$17,122,819 19

Amount which should have been added to what is stated in the Case of Ontario as its local debt, and which would have raised it from $9,833,733 33, amount therein stated to $26,956,552 52.

Assuming for a moment the figures of Ontario to be correct, its share and that of Quebec, in the excess of debt, would then be :—

Ontario	$8,150,591 34
Quebec	2,388,962 58

Many other similar cases of expenditure could be referred to, but it is not necessary to go into further details to demonstrate the unfairness of the first mode suggested by Ontario. If the origin of the debt is to be taken as a guide, "recourse must be had, as already stated for Quebec, to the true and real origin of the whole debt, not to that which is the work of mere fancy." This seems to be impracticable: if however this method of dividing the excess of debt is adopted, Quebec will be prepared to show that it will make its position still better than the adoption of that suggested in its case.

POPULATION.

It has already been shown, in the Case for the Province of Quebec, that "To take the population as a guide, without taking into account the respective financial position of the parties when first united in 1841, or inquiring in whose interest and in what proportion for each the subsequent indebtedness was incurred, would be most unjust." That view was sustained by the statement of the disproportion of debt in 1841, which was there established to have been against Lower Canada, $8,715,630 60. It was felt that the consideration of expenses incurred during the Union, from 1841 to 1867, could only be partial, limited and incomplete, and on that ground Quebec, in its case, mentioned none, but as Ontario has referred to a few special debts created since, and offered them as the guide in the division of the excess of debt, a short reference to those incurred immediately after the Union, or incident thereto, will demonstrate that this disproportion was much larger, and will make still more manifest and apparent the injustice of the adoption of this second mode, suggested by Ontario, for the division of the excess of debt.

Referring to the first session of the first Parliament of the United Canadas, which was held but five months after their Union, it will be found that the following appropriations were voted for each former Province.

		Upper Canada.				Lower Canada.		
4 and 5 Vic., chap 28 (a)	Stg.,	£1,465,682	0	0	Stg.,	£153,400	0	0
	Cy.,	£1,628,535	11	1		£170,555	11	1
chap. 34	Cy.,	500	0	0				
chap. 44	Cy.,	447	4	2				
chap. 46	Cy.,	6,801	14	1¾				
chap. 50 (b)	Cy.,	39,649	16	6	Cy.,	8,436	13	4
		£1,676,934	5	10¾		£178,992	4	5

(a) £28,000 for works on the Ottawa, and £1,500 for a road from L'Orignal to the St. Lawrence, have been omitted.

(b) £1,666 13s. 4d. for Geological Survey are omitted.

Making for Upper Canada	$6,704,137 18
Making for Lower Canada	$715,968 88
But as the population of Lower Canada was then one-half larger than that of Upper Canada, the share of appropriations of the former, if population had been taken as a guide, should have been	$9,555,185 58
Less appropriated as above	715,968 88
Difference	$8,839,216 70
Adding to this disproportion that of the debt as above	8,715,630 60
And the simple interest (though Quebec might charge compound interest, and reserves its right to do so, if the origin of the debt is gone into), from 10th February, 1841, to 30th June, 1867, on the debt which Upper Canada brought in	7,578,744 65
The whole amounts to the large sum of	$25,133,591 95

Can this immense disproportion in the financial position of the two Canadas be ignored. in the consideration of this question. without glaring injustice? Yet if the second mode suggested by Ontario for the division of the excess of debt is adopted, this will be its result.

Common School Grants and Municipalities Fund, for Upper Canada, the two examples quoted from the previous legislation, are not in point. The Municipalities Fund, Upper Canada, is not divided according to population, but, between the different municipalities according to the number of rate-payers whose names appear on the assessment roll; a very different thing. As to Common School Grants, they could only be made according to population; the educational wants of the country being, of necessity governed, by the number of its inhabitants.

3. PROPORTION OF CAPITALIZED ASSETS.

The assets which are capitalized, being the same as those used by Ontario to arrive at what it calls the proportion of local debts, and thereby to the first mode of division it suggests. the same objections apply to both; but this third mode is less admissible still, and is based on data more erroneous, if possible. It is altogether illusory and based upon no principle. The glaring disproportion in the value set down in Schedule D, under the plan of the Consolidated Municipal Loan Funds of Upper and Lower Canada respectively, is a sufficient illustration of this.

It may be said that Ontario's Case libels that rich Province; when, in the capitalization of assets, it rates it as unable to pay more than $1,920,505 38 out of $7,083,220 14 it owed, on the first of July, 1867, to the Municipal Loan Fund; and that Quebec should almost feel obliged for the good opinion therein expressed in its favour, when rated as able to pay $1,410.926 38 out of the $2,939,429 97 it owed that fund at the same date.

The Treasurer of Ontario is not so despondent. In his last Budget Speech (pamphlet, page 15). while bearing this arbitration in mind, he says, speaking of the Municipal Loan Fund of Upper Canada, "*this Fund is a permanent source of revenue and might be brought to yield $200,000 00 per annum,*" which at six per cent. makes a capital of $3,333,333 33.

Moreover, in this capitalization of assets, the value of those which seem to have arisen in Lower Canada is set down, in the Case submitted for Ontario, at one-half of what is given by Mr. Langton as their face value; though, taking them to be what Mr. Langton states, one million of them are indebtedness of that part of the late Province, and therefore *no real assets*; and others, such as the Quebec Fire Loan, are known to be for the most part worth less. On the other hand, those in Upper Canada, which, according to the same, are almost all valid assets, are capitalized at less than one-third the same face value.

Nothing further need be said to show the unsoundness of this third mode of dealing with the debt.

THE SCHOOL LANDS.

Ontario claims as its own the unsold School Lands and the balances due upon the lands sold. This claim cannot be allowed.

Reference to the law (Consolidated Statutes of Canada, ch. 26) cannot leave a doubt as to its creating a trust. 1,000,000 acres of land were, under the law set apart and appropriated by the Governor in Council for Common Schools: they were to be sold by the Commissioner of Crown Lands, and the proceeds, *whether invested or not*, were to form the Common School Fund, which was to yield at six per centum $400,000 00. The capital of the Fund to yield that amount yearly would require to be $6,666,666 66. It is also enacted that the Fund or Income thereof shall not be alienated for any purpose whatever, but shall remain a perpetual fund for the support of Common Schools and the establishment of township or parish libraries. Until the fund produced $200,000 00, that amount was to be completed from the Consolidated Revenue Fund and divided (according to population by the anterior census) between Upper and Lower Canada. It is evident that, until the amount above mentioned $6,666,666 66 is created from the lands in question, the unsold lands and the arrears due on those sold are subject to a trust under the terms of the Statute, in conformity with the 109th Section of the British North America Act, 1867. Has not Lower Canada as direct an interest in both the lands and the amounts due by the purchasers of the same as Upper Canada? Such is, at all events, the opinion of the Treasurer of Ontario. In his Budget Speech (pamphlet p. 16), speaking of the Common School Lands, he says: "*Of the purchase money due for these lands, there remains uncollected, principal and interest*, $1,260,000 00. *Of this amount, I assume that Ontario is entitled to five-ninths*," (about the proportion of its population in 1861 to that of Quebec.) The Assembly of Ontario may moreover be said to have assented to this statement by its silence: none of its members having expressed a contrary opinion.

CLAIMS ARISING OUT OF THE SEIGNIORIAL TENURE ARRANGEMENT.

Under this head, the Province of Ontario has assumed to go into an investigation of the origin of a part of the debt of the late Province of Canada, for the purpose of urging a large claim against Quebec, composed of the different items set down. If this is intended as a separate and distinct demand on the part of Ontario, the Arbitrators have no jurisdiction to deal with it, as it is not a "debt" nor an "asset" of Upper or Lower Canada, within the meaning of the 142nd Section of the British North America Act, 1867. If intended to be used in the division of the excess of debt by its origin, this mode involves not only the consideration of these isolated items but a thorough investigation and analysis of the Public Accounts during the Union, and of a financial position of each Province when they joined.

Quebec might, with equal justice, allege that, supposing Lower Canada to have benefited by that legislation to a larger amount than Upper Canada, it was but a small compensation for $7,578,744 65 interest paid by United Canada on the debt of Upper Canada since 1841, for the $3,192,767 38 excess received by Upper Canada from its Municipalities Fund, for $425,527 62 which Upper Canada drew, under the name of "Upper Canada Improvement Fund," from what should have been common. These three sums amounting together to $11,197,039 65 and for which, as well as for many similar ones, Lower Canada received no compensation whatever, can fairly be opposed to that claim.

It is moreover contended that, the Legislature of Canada having made what it then considered a fair compensation to Upper Canada for the burden which the abolition of this Tenure threw upon the Canadian Treasury (Consolidated Statutes, Lower Canada, ch. 41, sec. 37 and 87,) and that part of the Province having, by its members in both Houses and in the Executive, agreed to and accepted the bargain, it cannot, under a new state of things, set out other claims for pretended inequality in the then legislation which was final.

Quebec reserves to itself the right to enter into a special examination of the different items of this claim, if the origin of the debt is inquired into, but cannot dismiss its present consideration without noting:

1. The enormity of a pretention, which would give Upper Canada (or Ontario) over $6,600,000 00 of indemnity for a legislation which appears, by the statement of liabilities, to have been altogether, including the indemnities to Upper Canada and the townships, a charge of little more than $5,000,000 00 on the Consolidated Fund.

2. Upper Canada was credited for the full amount of its seigniorial indemnity, which, in Schedules A and B in the case of Ontario, is not only credited to reduce its share of local debts, and thereby, by the mode it suggests, its share of the excess of debt, but even appor-

tioned on the capital and interest of the Municipal Loan Fund, contrary to what it has always been in the Public Accounts, and that to reduce the balance by $264.923 75.

3. Items 2 and 5. Interest on Municipal Loan Fund, Lower Canada, $782.742 83, and part capital of Seigniories of St. Sulpice $196.719 66, form part of the items Municipalities Loan Fund, and Municipalities Fund in Schedule C, containing, as pretended by Ontario, an enumeration of the local debts of Lower Canada. After having used them in said Schedule C to diminish its own share of the excess of debt, Ontario claims their full amount against Quebec, as a debt for which it received no compensation. And these two amounts, being assets in Schedule Four made, by the Act, the conjoint property of Ontario and Quebec, it will also have its share of them as such. These three operations would certainly be profitable.

4. The capital of Quint was not a debt due to nor paid by Government, but an amount deducted from the indemnity due to the Seigniors for the abolition of their rights.

5. The receipts from the Seigniory of Lauzon, and from tavern and other licenses were as by law directed, capitalized on their yearly average during the previous five years. To argue that, because the amount of the proceeds fell afterwards, a compensation should be given to Ontario, is maintaining that legislation founded on sound basis, should nevertheless be changed every year as these sources of revenue diminished or augmented. Would Ontario contend that Quebec, in the latter case, would have been entitled to a compensation?

The Arbitrators having no jurisdiction over the "Statement of debt of the Province of Canada," the undersigned think it useless to allude to that made out by Ontario in its Case.

Until the Arbitrators have decided the question raised by Quebec, as to their jurisdiction over the assets in Schedule Four of the Act, its counsel will refrain, as already mentioned in their case, from any remark respecting them, save that the mode, suggested by Ontario, of leaving each asset with the Province in which it arose, would be contrary to the intention of the Legislature and to the law. If such an apportionment had been contemplated, Section 113, instead of making them the conjoint property of Ontario and Quebec, would have as for the lands in Section 109, made them the property of the Province in which they were situated or arose.

The Province of Quebec again claims the right to urge any further matter upon the consideration of the Arbitrators, either in answer to the Case of Ontario, or to any other claim which the latter may be allowed to advance hereafter, and also to submit on its own behalf any further demand which the circumstances of the case may suggest, and also to offer by its counsel any statements or arguments which may be necessary to elucidate the whole or any point of its claims or its answers.

N. Casault,
Thos. W. Ritchie, Q.C.,
Counsel for Quebec.

MEMORANDUM SUBMITTED ON BEHALF OF THE PROVINCE OF QUEBEC.

1.—*Functions of the Arbitrators.—Nature and Extent of their Powers.*

By the 142nd Section of "The British North America Act, 1867," it is provided that "the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada shall be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, one by the Government of Quebec, and one by the Government of Canada." This brief enactment contains the only reference made in the Act to the arbitration between the Provinces of Quebec and Ontario, for the settlement of the important matters pending between them. It places in terms within the jurisdiction of the Arbitrators the division and adjustment of the "debts, credits, liabilities, properties and assets" of Upper Canada and Lower Canada, but the section is limited by others in the same Act. Section 107 provides that all "stocks, cash, banker's balances and securities for money" belonging to each Province at the time of the Union, except as otherwise provided by the Act, shall be the property of Canada, and shall be taken in reduction of the amount of the respective debts of the Provinces at the Union. The public works and property of each Province enumerated in the Third Schedule of the Act, are also declared, by Section 108, to be the property of Canada. It is submitted for the decision of the Arbitrators whether they have jurisdiction over the assets enumerated in the Fourth Schedule of the Act. These assets are declared by the 113th Section of the Act to have belonged at the Union to the "Province of Canada," and are not, it would seem, included in the assets, &c., of "Upper and Lower Canada," mentioned in the 142nd Section. The assets, &c., referred to in the last mentioned section, were not, indeed, assets of the Province of Canada, but were, on the contrary, principally, if not wholly, liabilities of the late Province. The Act has assigned the assets enumerated in Schedule Four to Ontario and Quebec, and determined that they shall be theirs conjointly. The assets, &c., intended to be arbitrated upon are those belonging to each section of the late Province of Canada, and which the Act has not specified nor specially assigned.

It is no doubt the interest of both Ontario and Quebec that all matters in issue between them under the Confederation Act should be brought to a speedy settlement. The question as to the jurisdiction of the Arbitrators over the assets set down in Schedule Four, is not raised for the purpose of causing embarrassment, but to draw attention to a point of great importance, and to ensure the rendering of an award which shall be in all respects binding upon both Provinces.

From the year 1791 to the year 1841,—a period of 50 years,—the Province of Lower Canada and Upper Canada, which had, prior to the first mentioned year, formed one Province under the name of the "Province of Quebec," had a separate existence and distinct Governments. In the year 1840 the Imperial Act (3 and 4 Vic., c. 35) intituled: "An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada," was passed and came into force, by Proclamation, on the 10th day of February, 1841, after which the two Provinces formed one Province of Canada. By the 50th Section of the Act a Consolidated Revenue Fund was formed, to be composed of the duties and revenue, over which the respective Legislatures of the two Provinces had, previous to the Union, the power of appropriation. The 56th Section charges the Province of Canada with the respective debts of Upper and Lower Canada, the interest thereon being made, after provision for expenses of collection, &c., the first charge upon the Consolidated Revenue Fund.

The British North America Act, 1867, has dissolved the partnership which existed for upwards of twenty-six years between the late Provinces of Upper and Lower Canada. The surplus of their debt, and all the assets, credits, liabilities and properties of Upper and Lower Canada are now to be divided and adjusted under Section 142 of the Act of 1867.

II.—*Division of the Surplus Debt.*

One of the most important tasks which the Arbitrators will have to perform is to divide the surplus debt of the late Province of Canada between Ontario and Quebec. The 112th Section of the Confederation Act makes Ontario and Quebec conjointly liable to Canada for the amount by which the debt of the Province of Canada exceeds at the Union $62,500,000 these Provinces being chargeable with interest at 5 per cent. per annum upon such surplus debt.

This debt is to be apportioned by the Arbitrators between Ontario and Quebec.

It has been suggested that this division should be according to the population of each as it stood either when the Confederation took place, or at the last census of 1861, or according to the origin of the debt.

I. To take the population, whether that of 1861 or that of 1867, as a guide, without taking into account the respective financial positions of the parties when first united in 1841 or enquiring in whose interest and in what proportion for each the subsequent indebtedness was incurred, would be most unjust. It might free from its just proportion of the debt the party which had profited the most by it, and charge it to the one which had the least interest in its being incurred, or which derived from it the smallest benefit. The injustice of this method will be made apparent by reference to a few facts and figures taken from the public returns.

The debt of Upper Canada on the 10th February, 1841 was

1. Debentures (as per Appendix No. 3, vol. 5, 1847, KKK.) cy .. £1,398,855 9 10

Equivalent to		$5,595,421 97
2. Floating debt, being balance of *expenditure* over *receipts* from [illegible] to 1841 (same appendix)		330,357 57
Making together		$5,925,779 54
Debt of Lower Canada, 10th February, 1841:		
1. Debentures (same appendix)	£96,748 4s. 7d.	
Less Montreal Harbour (the debt due by the same not being charged against Ontario and Quebec in the statement of affairs, on the ground that it is only a contingent liability and that the fund always paid its interest)	£81,499 4s. 7d.	
	£15,249 0s. 0d.	
Equal to	$60,996 00	
But Lower Canada had at its credit, (being excess of receipts over expenditures from 1791 to 1841,) (Appendix KKK, of 1847)	$250,302 41	
From which deducting above debt	60,996 00	
It is found that instead of having any debt, it had then at its command	$189,306 41	
Striking out this amount is equivalent to its addition to the debt of Upper Canada		189,306 41
Which would then stand at		$6,115,085 95
Taking the population of each at that date, Upper Canada, (see census 1851, vol. 1, p. xvii) was 465,377, and Lower Canada (making it as near as anterior and subsequent census permit, to wit: census of 1831 and 1844, there being none for that Province in 1841) was 663,258,—it establishes that, to be on an equal footing according to population, Lower Canada should have entered the Union with a debt of		$8,715,630 60

Must not such disproportion be taken into account in the division of the debts, credits, properties and assets; and the more so, since it existed at a time when improvements of all kinds were so much needed, and money expended in roads and other public works, would, no doubt, have given to Lower, as it did to Upper Canada, an impetus which would have given an immense augmentation of population, resources and wealth?

II. The other mode suggested, if its adoption was possible, would be more consonant with the requirements of justice. But to be so, recourse must be had to the true and real origin of the debt, not to that which is the work of mere fancy. It would require to go back to the Union of the two Canadas, take their respective debts and credits at that time, examine in detail all the expenses incurred since, note specially the Province for which, or in whose interest, it was incurred, and determine thereby the share of each. Such a work would not only entail an amount of labour, and a consideration of circumstances which the Arbitrators are not expected to undertake, but would also require a minute examination of all the administrative acts of the different Governments since 1841, and an accurate appreciation of the same. In fact, the adoption of this mode is impracticable.

To take the assets as a guide would be most fallacious, and the more so if only a part of them were taken into consideration. It has often occurred that very important and advantageous outlay for the part of the Province in which it was made, was the most unproductive to the treasury. For instance, the roads in Upper Canada, on which very large sums of money were expended, which tended as much if not more than any other expenditure to open up and colonize Ontario, and thereby create its wealth; Government, nevertheless, felt it its interest to surrender for a nominal consideration to private companies or to the several municipalities within which they lie. The assets are silent on that head. Again, the amount set down as the value of public works retained by the Dominion may be fairly contested as between Ontario and Quebec. To the Dominion they are worth their present value; but in determining the origin of the debt, it is not their present value but their original cost which should be considered.

III. The plainest, easiest, and it may be said the only just and practicable way of settling the question is to treat the case as one of ordinary partnership, and apply the rules which govern the partition of partnership estates, rules which are the same in the old Roman, and in the modern English and French law.

Adopting this principle, the Arbitrators would treat the union of the two Canadas, from 1841 to 1867, as having been equally advantageous to both, or in other words, as if each had derived the same benefit from it. Considering that Lower Canada, which came into the Union in 1841 with a large sum at its credit, and a population about one half larger than that of Upper Canada, left it in 1867 with comparitively limited resources, and that although Upper Canada entered it with an exhausted treasury and a small population, it left with a much larger number of inhabitants, an annual subsidy which exceeds by $237,620, representing a capital of $3,960,333 34, that of its sister Province, and great wealth, it will be admitted that this hypothesis is not partial to Quebec. It will, however, do away with what has been shown above to be impracticable, the minute inspection and appreciation of all the accounts of the Province of Canada during the twenty-six years of its existence, and will leave only the consideration of the financial position of Upper and Lower Canada, when they became united, and the debts, credits, properties or assets, the partition of which is rendered necessary by the dissolution of their partnership.

According to this method of division, each Province ought first to assume from the excess of debt a sum equal to its own debt when it entered the Union in 1841, and the balance ought to be equally divided.

Whatever may be urged against this mode, it is nevertheless the only just and reliable one. It has this advantage over all other modes, that being the rule which governs the relations of man with man in similar positions, it cannot give rise to grounds of complaint nor to suspicions of favour, unfairness or injustice.

Assuming it to be impossible, as above demonstrated, to ignore the relative financial positions of the two Provinces in 1841, even if population were taken as a basis for the division of the surplus debt, the following concise statements will prove that the adoption of this arbitrary rule, namely population, would free Quebec from a larger amount of the debt.

Debt of Upper Canada in 1841 (as above stated, p. 4):		
1. Debentures		$5,595,421 97
2. Floating debt		330,357 57
		$5,925,779 54
Debt of Lower Canada in 1841:		
1. Credit	$250,302 41	
Less debentures	60,996 00	
	$189,306 41	$ 189,306 41
Striking it off makes, as already stated, debt of Upper Canada, equivalent to		$6,115,085 95
Surplus debt payable by Ontario and Quebec on terms agreed upon at the Montreal Conference		$10,424,853 87
Deduct for Upper Canada its debt in 1841		6,115,085 95
Balance		$4,309,767 92
Divided equally, it gives each Province		$2,154,883 96

According to population in	1861.	1867.
It gives Ontario	$2,399,382 48	$2,512,650 89
" Quebec	1,910,385 44	1,797,117 03
	$4,309,767 92	$4,309,767 92

So that, by the mode suggested, Ontario would on the surplus of debt be charged with $244 498 52, less than according to its population in 1861, and with $357.766 93, less than its share by its population in 1867.

III.—*Assets appearing in Statement of Liabilities, &c.*

The statement of liabilities contains several items which must be specially considered. They are heads of indebtedness on the part of the Dominion, and are said in the statement of affairs to be either payable in cash or subject to be retained in the hands of the Dominion at interest. All those which are payable directly, either to individuals or to corporations, whether public or private, need not be considered. The Federal Government will have to pay them to the creditors wherever they are and irrespective of their domicile or of the Province where they reside. They have a private and direct claim against the Dominion which could not free itself by handing over the amount to the Province to which such creditors are presumed to belong.

But others are due and payable by the Dominion to the Governments of Ontario and Quebec, to be made part of their own general funds and either employed as first contemplated or otherwise as their respective Legislatures shall think fit. They are balances of sources of public revenue or the proceeds of public properties (which is the same thing) of the late Province of Canada, set apart for special services of a general nature and which would have been defrayed out of the common treasury, had not Government made, for purposes of its own, special provisions for them and affected for their requirements certain special heads of public revenue. So much so that in some instances (and amongst others the Common School Fund), the sums required for this special service were, upon a vote of the Legislature, taken from the Consolidated Fund, whilst the special fund affected to the same service was allowed to accumulate. They are to be viewed in the same light as sums of money voted for a special service and which, not being required or employed, fall into the public common chest. No individuals or corporations could legally receive them from the Government of the Dominion, which must pay them to the Government of either Province to be employed for general or special purposes as their Legislature may decide. They are not mentioned in the British North America Act, 1867, except that they constitute the only *credits* which Upper or Lower Canada ever had or could have have had since 1841, distinct from those of the Province of Canada. They, therefore, fall under section 142 of the Act, and are to be divided and adjusted as all other *credits*, *properties*, *assets*, *debts*, and *liabilities*.

COMMON SCHOOL FUND:

It is admitted that this Fund has to be divided. It consists of:

1. Amount in liabilities	$1,733,224 47
2. Outstanding instalments on lands sold	$1,704,738 00
3. 8,959 acres of lands unsold.	

(The two last items taken from Mr. Langton's Report, p. 8.)

The other items are:

MUNICIPALITIES FUND, UPPER CANADA:

This fund is the proceeds of the sale of Clergy Reserve Lands. Consolidated Statutes of Canada, chapter 25.

When the Clergy Reserves were abolished, it was enacted that the proceeds of the lands which had been set apart for the maintenance of a Protestant Clergy, deducting the charge on the same, namely: the stipends and pensions, should be apportioned amongst the different Municipalities, in proportion to the ratepayers, by the Government of the late Province of Canada, which, on the first of July, 1867, appears to have had the amount in its treasury. Their proceeds were therefore public property of the Province of Canada, and the balance now in the hands of the Dominion, when divided and apportioned, will be part of the Consolidated Fund of the Province receiving it. But there is a special reason. The principal and interest of the Municipal Loan Fund are assets in Schedule Four, which the Act made the conjoint property of Ontario and Quebec, and by law the share of the Municipal Fund which might otherwise be payable to a Municipality, in arrears to the Municipal Loan Fund, is to be an offset against said arrears, so long as the whole indebtedness of said Municipality to the Municipal Loan Fund shall not have been paid. It would seem to have been treated so, and that part of the balance now due to the Municipalities Fund by the Dominion is composed of amounts retained for arrears; and in it, therefore, Quebec independently of any other reason has an interest.

U. C. Improvement Fund:

By the School Lands Act, C.S.C., c. 26, s. 7, the Governor in Council may reserve one fourth of the proceeds of the School lands in any county, and one fifth of unappropiated Crown lands in the same for public improvements within the county. The funds so realized are to be expended under the direction of the Governor in Council, and an account of them laid before Parliament every year. This fund was therefore under the immediate control of the Executive and was to be appropriated by it for works which it approved. Its destination is a public one; no one can receive it but the Government of either Province, and it will then form part of its general or consolidated fund.

U. C. Grammar School Fund, and L. C. Superior Education Fund:

These funds are identical, and must both be treated as the other funds above enumerated.

U. C. Grammar School Income Fund:

This Income Fund needs no special notice as it must be governed by the same rules as the fund which produced it.

U. C. Building Fund (Consolidated Statutes, U. C., ch. 70);

This is also an amount remaining beyond what was required for a special public service (Section 3). The interest of which, when paid by the Dominion, will be employed in the manner directed by a vote of the Legislature of the Province receiving it. (Section 2.)

It is clearly a credit for general purposes, the construction of public buildings, and necessarily falls under section 142 of B. N. A. Act, 1867.

Balances of Special Appropriations:

Ontario		$218,473 37
Quebec	$99,482 20	
Less, services anterior to 30th June, 1867, paid by Quebec since	6,724 94	
		$92,757 26

Expenditures on appropriations for local purposes should, and must have been stopped after the 30th June, 1867. Their remaining unexpended shows that they were not required for the special object for which they were voted. Far from there being any obligation on the part of the Government of either Ontario or Quebec to employ them for the special services for which they were originally intended, they could not do so without authority from their respective Legislatures. The amount will, of necessity, fall into and form part of their respective consolidated funds. Having been included in the statement of debt, they become joint *credits* of Upper and Lower Canada, and must under section 142, B. N. A. Act, 1867, be divided and apportioned between them.

Widows' Pensions, &c., U. C.:
Do. do. do. L. C.:

These items are to be governed by identically the same rule as the Municipalities Fund, U. C.; for the accumulated amount of the funds, after all charges payable by law out of them have fallen in, are to be paid to the Municipalities Fund.

COURT HOUSES, L. C., AND MONTREAL DISTRICT COUNCIL:

Must follow the rule adopted for the others, whatever it is.

CROWN LANDS SUSPENSE ACCOUNT:

The amount of this account is stated in the statement of the liabities at $112,748 63

CROWN LANDS DEPARTMENT:

The amount of this account is stated in the statement of liabilities at ... $253,089 76

TRUST ADVANCE ACCOUNT:

The amount of this account is stated in the statement of liabilities at... $ 1,468 69

These three last amounts are to be divided according to the principle adopted for the division of the other assets.

" MONTREAL HARBOUR .... $481,426 67 "

This amount has been struck out of the statement of liabilities, because the Trust has always paid its interest. The contingency of the Dominion ever being called upon to make any payment under the guarantee of the late Province must, however, be provided for by the Arbitrators.

The securities or investments on account of Trust funds; being part of the funds themselves, must be treated as the funds to which they belong.

There may be other assets than the above which will require to be dealt with. Should any others appear, the undersigned reserve the right to submit them to the consideration of the Arbitrators.

IV.—*Indian Annuities.*

The British North America Act, 1867, reserves to the Parliament of Canada the exclusive legislative authority in matters relating to Indians and Indian lands; its Executive has the superintendence of all Indian affairs. This rendered necessary the charge in the statement of liabilities of the principal of annuities payable to Indians as a compensation agreed upon, both by deeds and treaties, for the lands in Upper Canada which they surrendered to Government. The annuities amount to $31,064, and have, since the surrender, been a permanent charge on the Canadian budget. They are capitalized at 5 per cent., forming $621,280, and are, as just now stated, the price or consideration stipulated by the Indians for the surrender of large tracts of land in Upper Canada. Information as to the quantity of these lands remaining unsold, and the arrears due on the 30th June, 1867, on those previously sold, will require to be obtained. The undersigned have been, as yet, unable to obtain a statement of these unsold lands and arrears.

By section 109 of the above Act all lands are made over to the Province within which they are situated, *subject however to any trust existing in respect thereof, and to any interest other than that of the Province in the same.* These annnities being the price unpaid of the lands themselves are a charge on them. The contract between Government and the Indians ought to be governed by the same rules as similar contracts between individuals. The lands being within the Province of Ontario became, under said section 109, the property of that Province, subject however to the interest of the Indians on the same This interest is the payment of the annuities stipulated as a compensation for the lands ceded. It might also be called a trust, the administration of which is left to the Dominion, the legal guardian of the Indians. Ontario, receiving the lands and the arrears due for those sold, is subject to all legal and equitable claims which may exist on them. It should therefore be charged with the principal of the annuities.

It would be manifestly unjust to require Quebec to share in paying for these lands, which will be the effect of the capital being allowed to remain in the statement of liabilities, unless compensation is required from Ontario from the lands and arrears representing the capital of these annuities.

V.—*Assets in Schedule Four.*

The 113th section of the "British North America Act, 1867," provides that "the assets enumerated in the fourth schedule of this Act, belonging, at the Union, to the Province of *Canada*, shall be the property of *Ontario* and *Quebec* conjointly." These assets are set down in the fourth schedule as follows:

Upper Canada Building Fund.
Lunatic Asylums.
Normal Schools.
Court Houses in Aylmer, } Lower Canada.
" Montreal, } Lower Canada.
" Kamouraska, } Lower Canada.
Law Society, Upper Canada.
Montreal Turnpike Trust.
University Permanent Fund.
Royal Institution.
Consolidated Municipal Loan Fund, Upper Canada.
Consolidated Municipal Loan Fund, Lower Canada.
Agricultural Society, Upper Canada.
Lower Canada Legislative Grant.
Quebec Fire Loan.
Temiscouata Advance Account.
Quebec Turnpike Trust.
Education,—East.
Building and Jury Fund, Lower Canada.
Municipalities Fund.
Lower Canada Superior Education Income Fund.

The question of jurisdiction in reference to these assets has been already referred to. Until it is decided by the Arbitrators, the undersigned will abstain from any remark respecting these assets. They reserve the right, however, to submit a short memorandum respecting them, should it be determined that the award of the Arbitrators is to include the division and adjustment of the assets in the Fourth Schedule.

In conclusion, the undersigned desire to state that the foregoing is little more than a synopsis of the propositions of the Province of Quebec. They will be prepared to support the pretensions advanced in this memorandum by oral arguments upon the whole of the subjects involved in this Arbitration, or upon such points as it shall please the Arbitrators to hear them.

N. CASAULT.
THO. W. RITCHIE.

Quebec, December, 1869.

ANSWER OF PROVINCE OF ONTARIO TO THE STATEMENT OF CASE OF PROVINCE OF QUEBEC.

No. 2.—DIVISION OF THE SURPLUS DEBT.

The Province of Ontario objects to the statement made by the Province of Quebec under this head, on the ground that the Arbitrators have no jurisdiction nor authority to inquire into the state of the debts or credits of the Provinces of Upper and Lower Canada prior to the Union of 1841, nor to deal in any way with either the debt or credit with which either Province came into the Union at that time.

The Province of Ontario offers this objection, as preliminary to any consideration whatever, by the Arbitrators of this head of the case of the Province of Quebec; as, if it be possible that the Arbitrators can feel themselves justified in entering into the consideration of he matter objected to, the Province of Ontario will claim the right of going into that wider field which will be opened up by an examination into the origin of the debts, and the charges of each Province upon, and the contribution of each Province to, the general revenue of Canada, however tedious or impracticable such an examination may seem to the Province of Quebec.

The Province of Ontario will be prepared to argue fully this preliminary objection, and will ask for the decision of the Arbitrators upon it before entering upon any discussion of the general subjects of their case.

THE COMMON SCHOOL FUND.

The Province has put forward its views of this Fund in its own statement, and has made no admission that this Fund shall be divided.

MUNICIPALITIES' FUND, U. C.

This Fund belongs to Ontario alone, and Quebec has no interest in it. It is derived from lands within Ontario, and is applicable to objects within Ontario solely. All the Municipalities in arrear for interest to the Municipal Loan Fund, up to Confederation, have had such arrear charged against their proportions of the annual payments from this Fund, and Quebec has no claim upon any portion of it.

U. C. IMPROVEMENT FUND.
U. C. GRAMMAR SCHOOL FUND.
U. C. GRAMMAR SCHOOL INCOME FUND.
U. C. BUILDING FUND.

In all these funds Ontario has the sole interest.

BALANCE OF SPECIAL APPROPRIATIONS.

Ontario claims the balance of the special appropriations for Upper Canada.

WIDOWS' PENSIONS, U. C.

Are on the same footing as the Upper Canada Municipalities Fund.

CROWN LAND SUSPENSE ACCOUNT.
CROWN LANDS DEPARTMENT.
TRUST ADVANCE ACCOUNT.

Have all been struck out, and are, therefore, removed from the consideration of the Arbitrators by agreement.

INDIAN ANNUITIES.

The larger portion of these annuities, amounting to $26,654, existed prior to 1841, and arose out of the surrender from time to time, by the Indians of the greater part of the lands of Upper Canada, which were afterwards sold, and the moneys received from their sale went into the general revenue, in which Lower Canada participated after the Union, to an amount that would have created a capital fund that would have paid ten times the amount of these annuities, and in 1846 they were made, by the Statute passed that year, a special charge, in Schedule B., upon the Consolidated Revenue, and the lands released from them thereby. The remaining annuities for Upper Canada lands are $4,400, chargeable under the treaty of surrender made by the Honourable W. B. Robinson, and for them an equivalent was made to Lower Canada by the setting apart upwards of 200,000 acres of the Crown Lands there for the Indians, and by a charge annually upon the general revenue of $4,400, or an amount similar to that appropriated for Upper Canada under Mr Robinson's treaty. Under these circumstances, Ontario denies any separate liability for the principal of these annuities.

ASSETS IN SCHEDULE FOUR.

The Province of Ontario considers that these assets are clearly and distinctly within the power of the Arbitrators for division, and that the declaration that these are assets of the Provinces of Ontario and Quebec conjointly does not mean that they belong to the Provinces of Ontario and Quebec in equal portions, but the Arbitrators must determine the principle of their division

JOHN HILYARD CAMERON, Q.C.
Counsel for Ontario.

SCHEDULE NO. 4.

COPIES OF ALL CORRESPONDENCE between the Dominion Government and the Governments of Ontario and Quebec respecting the Arbitration and Award under the 142nd Section of the British North America Act, 1867, together with the REPORT OF THE MINISTER OF JUSTICE in respect of the same, and an ORDER OF THE PRIVY COUNCIL thereon.

GOVERNMENT HOUSE.
QUEBEC, 11th July, 1870.

SIR,—For the information of His Excellency the Governor-General, I have the honour to inform you that the Honourable Charles D. Day has tendered his resignation as Arbitrator, appointed by the Government of the Province of Quebec, under Section 142 of the British North America Act, 1867, and to pray that His Excellency will direct the other two Arbitrators to suspend their labours until the Government of Quebec shall have come to a decision on this resignation, which is at present under its consideration.

I have the honour to be, Sir,
Your obedient servant,
N. F. BELLEAU.
Lieutenant-Governor of the Province of Quebec.

To the Honourable Joseph Howe,
Secretary of State for the Provinces, Ottawa.

MONTREAL, 9th July, 1870.

SIR,—I have the honour of transmitting herewith my resignation of the appointment of Arbitrator, under 142nd Section of the British North America Act, 1867; I do so with regret, but I am satisfied, from the broad and irreconcilable differences of opinion which exist between my colleagues and myself on points of essential importance, that I cannot hope to be of any further service in the business of Arbitration. The course which they propose to follow appears to me necessarily to lead to great injustice, and is so entirely contrary to my conviction of what the public interests require, that I cannot concur or consent to take part in it.

I have the honour to be, Sir,
Your most obedient servant,
CHARLES D. DAY.

To the Honourable P. J. O. Chauveau,
Provincial Secretary, &c., &c., &c.

MONTREAL, 9th July, 1870.

SIR,—I have the honour to declare my resignation of the appointment of Arbitrator by the Government of Quebec, under the 142nd Section of the British North America Act, 1867, and respectfully to request that His Excellency the Lieutenant Governor will be pleased to accept the same.

I have, &c.
CHARLES D. DAY.

To the Honourable P. J. O. Chauveau,
Provincial Secretary, &c., &c., &c.,

(347.)

DEPARTMENT OF THE SECRETARY OF STATE FOR THE PROVINCES,
OTTAWA, 13th July, 1870.

SIR,—I have the honour to acknowledge the receipt of your despatch of the 11th July instant, stating, for the information of His Excellency the Governor-General, that the Honourable Charles D. Day has tendered his resignation of the office of Arbitrator, appointed by the Province of Quebec, under Section 142 of the British North America Act, 1867 ; and praying His Excellency to direct that the other Arbitrators should suspend their labours until the Government of Quebec shall have come to a decision on such resignation.

I have, &c.,
E. A. MEREDITH,
Under-Secretary of State.

The Honourable Sir N. F. Belleau,
Lieutenant-Governor, Quebec.

(49 70)

GOVERNMENT HOUSE,
QUEBEC, 19th July, 1870.

SIR,—I have the honour to enclose for your information a copy of an Order in Council accepting the resignation of the Honourable Charles D. Day as Arbitrator, appointed by the Province of Quebec, under Section 142 of the British North America Act.

I have, &c.,
N. F. BELLEAU,
Lieutenant-Governor of the Province of Quebec.

The Honourable
The Secretary of State for the Provinces, Ottawa.

No. 168.)

COPY of the Report of a Committee of the Honourable the Executive Council, approved by the Lieutenant-Governor in Council, on the 19th July, 1870, on the resignation of the Honourable C. D. Day, Arbitrator, Quebec.

The Honourable the Secretary, in memorandum dated the 19th July, instant, 1870, recommends that the resignation offered by the Honourable Judge Charles Dewey Day, as Arbitrator, appointed by the Province of Quebec, under section one hundred and forty-two of "The British North America Act, 1867," be accepted.

The Committee concur in the above recommendation of the Honourable the Secretary and submit it for the approval of the Lieutenant-Governor.

Certified.
FELIX FORTIER,
Clerk, Executive Council.

The Honourable the Secretary of the Provinces
&c, &c, &c.

(354.)

DEPARTMENT OF THE SECRETARY OF STATE FOR THE PROVINCES,
OTTAWA, 21st July, 1870.

SIR,—I have the honour to acknowledge the receipt of your despatch under date the 19th July, instant, transmitting, for the information of His Excellency the Governor-General, a copy of an order of your Executive Council, accepting the resignation of the Honourable Charles Dewey Day, as Arbitrator appointed by the Province of Quebec, under the one hundred and forty-second Section of the British North America Act.

I have, &c.,
E. A. MEREDITH,
Under-Secretary.

The Honourable Sir N. F. Belleau,
Lieutenant-Governor, Quebec.

GOVERNMENT HOUSE,
QUEBEC, 8th August, 1870.

SIR,—I have the honour to transmit, for the information of His Excellency the Governor-General, a copy of a document signed by the Hon. Messrs. Gray and Macpherson, which has been received by the Secretary of this Province. I deem it my duty at the same time to call the attention of His Excellency the Governor-General and of the Federal Government to the unjust and illegal course jointly adopted by the Arbitrator appointed by the Federal Government and the Arbitrator for the Province of Ontario, and respectfully to request on behalf of the Government of this Province the intervention of the Federal Government.

I have, &c.,
N. F. BELLEAU,
Lieutenant-Governor of the Province of Quebec.

To the Honourable
The Secretary of State for the Provinces, Ottawa.

In the matter of the Arbitration between the Provinces of Ontario and Quebec.

The undersigned Arbitrators have had adjourned the proceedings of the Arbitration to Wednesday, the 17th August, at 2 p.m., at Osgoode Hall, Toronto, and the Governments of the Provinces of Quebec and Ontario are notified that, notwithstanding the Writ of Prohibition served upon the Arbitrators, the undersigned will proceed with the consideration of the matters of the Arbitration on the day and at the place above named peremptorily.

D. MACPHERSON,
J. H. GRAY.

Toronto, 5th August, 1870.

GOVERNMENT HOUSE,
QUEBEC, 11th July, 1870.

SIR,—For the information of His Excellency the Governor General, I have the honour to enclose a copy of an Order passed by the Executive Council of the Province of Quebec, under date the 7th July instant, on the subject of the Arbitrators appointed for the division and adjustment of the debts, credits, liabilities, properties and assets of Upper and Lower Canada, and to beg His Excellency to give his attention to the representations contained in the said Order.

I have &c.,
N. F. BELLEAU,
Lieutenant-Governor, Province of Quebec.

The Honourable Joseph Howe,
Secretary of State for the Provinces, Ottawa.

(No. 157.)

COPY OF A REPORT OF A COMMITTEE of the Honourable the Executive Council approved by His Excellency the Governor in Council on the 7th July, 1870,

On the disqualification of the Hon. J. H. Gray to act as Arbitrator under the British North America Act of 1867.

The Honourable the Treasurer of the Province reports, that it is the opinion of Napoleon Casault, Esq., Q.C. (which said legal opinion was approved and confirmed by the law officers of the Crown) that, whereas the 142nd Section of the British North America Act of 1867 enacts, that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, shall be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, one by the Government of Quebec, and one by the Government of Canada; and that the Arbitrator chosen by the Government of Canada shall not be a resident either in Ontario or in Quebec; and that whereas the Honourable J. H. Gray has resided for more than one year, and has become a resident in the Province of Ontario, and has become thereby disqualified to act as such Arbitrator, it has become the duty of this Province to object to the said Honourable John Hamilton Gray acting as such Arbitrator.

The Honourable Treasurer recommends that a despatch be transmitted to His Excellency the Governor-General, acquainting His Excellency with the views of this Government, and requesting the appointment of another Arbitrator in the place of the said Honourable John Hamilton Gray.

The Committee concur in the foregoing Report, and submit the same for the Lieutenant-Governor's approval.

Certified.
FELIX FORTIER,
Clerk, Executive Council.

(986 on 2,144—32.)

OFFICE OF THE SECRETARY OF STATE OF CANADA.
OTTAWA, 20th July, 1870.

SIR,—I am directed to enclose copy of an Order passed by the Executive Council of the Province of Quebec on your disqualification to act as Arbitrator under the British North America Act of 1867, transmitted to Government of the Dominion for its information and consideration by the Lieutenant-Governor of the said Province.

I am further to inform you that the Government of Quebec has accepted the resignation of the Honourable Charles D. Day, as the Arbitrator appointed by the above Government.

I am &c.,
E. PARENT,
U. S. S.

The Honourable J. H. Gray,
Arbitrator of the Dominion, Ottawa.

GOVERNMENT HOUSE,
QUEBEC, 14th September, 1870.

SIR,—For the information of His Excellency the Governor-General, to whom you are requested to communicate these presents, I have the honour to transmit herewith copy of an Order passed by the Honourable the Executive Council of the Province of Quebec, the 12th September instant, on the pretended award pronounced by the Honourable J. H Gray and the Honourable D. L. Macpherson, two of the Arbitrators appointed for the division and adjustment of the debts, credits, liabilities, properties, and assets of Upper and Lower Canada.

I avail myself of the circumstance to inform His Excellency that I entirely concur in the views expressed by my Ministers in the said Order in Council, and that with them I protest against an award which I consider unjust, illegal and vexatious.

I have, &c.,
N. F. BELLEAU,
Lieutenant-Governor, Province of Quebec.

The Honourable Joseph Howe,
Secretary of State for the Provinces.

COPY OF A REPORT OF A COMMITTEE of the Honourable the Executive Council, approved by the Lieutenant-Governor in Council, on the 12th of September, 1870,

On the pretended judgment or award rendered and made by the Honourable J. H. Gray and the Honourable D. L. Macpherson, two of the Arbitrators appointed to decide as to the division and adjustment of the debts, credits, liabilities, &c., of Upper and Lower Canada.

The Honourable the Treasurer of the Province, in his Report, dated the ninth of September instant (1870), sets forth, that a copy of a pretended judgment or award, rendered and made by the Honourable J. H. Gray and the Honourable D. L. Macpherson, two of the Arbitrators appointed to decide as to the division of the debts, credits, liabilities, properties, and assets of Upper Canada and Lower Canada, bearing date at Toronto, the third day of September instant, and signed by the said parties, has been forwarded to the Honourable Provincial Secretary, for the information of the Quebec Government.

That, inasmuch as the Quebec Government have already, by intimation to the Federal Government, and by legal proceedings before the law tribunals of the country, protested against the said two Arbitrators proceeding with the Arbitration when there was no Arbitrator appointed by the Province of Quebec, and against any further action on the part of the said Honourable J. H. Gray, on account and because of his residing in the Province of Ontario, against the true spirit and intent of the British North America Act of 1867; and, inasmuch as the Quebec Government did not and does not acknowledge the right of the said two Arbitrators, jointly to act, or of the said Honourable J. H. Gray, individually to act in the premises, and that all the acts and proceedings of any kind whatsoever had or done by them, or either of them, are illegal, null, and void, and of no force or effect whatsoever in law or equity.

And, inasmuch as the said pretended judgment or award (even if the said two Arbitrators had a right to act without an Arbitrator for the Province of Quebec and if the said Honourable J. H. Gray were not disqualified by law from sitting or acting as Arbitrator) is manifestly unjust to the Province of Quebec, and manifestly and clearly rendered and made in the interests of Ontario, Quebec having too large a portion of the surplus debt to pay, and being awarded less than her just and equal share of the assets mentioned in said British North America Act of 1867, it is therefore unjust, illegal, null, and void.

The Honourable Treasurer therefore recommends that, on behalf of the Quebec Government, a despatch be forwarded to the Federal Government, protesting against any force or validity being given to the said pretended judgment or award of the said two Arbitrators by the Federal authority, and advising of the intention of the Quebec Government to appeal for redress and justice in every constitutional mode which it is the privilege of British subjects of the British Crown to exercise when suffering under injustice or wrong from the hands of any.

The Honourable Treasurer also recommends that the receipt of the said pretended judgment or award from the said two Arbitrators be acknowledged, at the same time protesting against it as not being rendered and made in good faith, or in accordance with law and equity, and as being manifestly rendered and made in the interests of Ontario and the prejudice of Quebec; and that the said Arbitrators, being duly notified by the Quebec Government of the objections taken and held previous to their so acting without the Arbitrator from Quebec, that their judgment or award is null and void, and not recognized as valid by the Government of Quebec.

The Committee concur in the foregoing report and submit the same for the Lieutenant-Governor's approval.

Certified,

FELIX FORTIER,

Clerk, Executive Council.

(No. 399.)

DEPARTMENT OF THE SECRETARY OF STATE FOR THE PROVINCES,

OTTAWA, 21st September, 1870.

SIR,—I have the honour to acknowledge the receipt of your despatch under date of the 14th instant, transmitting for the information of His Excellency the Governor-General a copy of an Order passed by the Executive Council of the Province of Quebec on the 12th September instant, on the award delivered by the Honourable J. H. Gray and the Honourable D. L. Macpherson, two of the Arbitrators appointed for the division and adjustment of the debts, credits, &c., of Upper and Lower Canada.

I have the honour to be Sir,
JOSEPH HOWE,
S. S. P.

The Honourable Sir N. F. Belleau
Lieutenant-Governor, Quebec.

GOVERNMENT HOUSE,
QUEBEC, 22nd December, 1870.

SIR,—I have the honour to state for the information of His Excellency the Governor General, that there has been presented to me by the Legislative Council and Legislative Assembly of the Province of Quebec, an address praying me to transmit to His Excellency the Governor General an address in relation to the Arbitration for the division and adjustment of the debts, liabilities, credits, properties and assets of Upper and Lower Canada, under the provisions of section 142 of the British North America Act, 1867.

I beg, therefore, to request that you will, with as little delay as possible, submit to His Excellency this address, which has been adopted jointly by the Legislative Council and the Legislative Assembly of this Province.

I have, &c.,
N. F. BELLEAU,
Lieut.-Governor, Quebec.

The Honourable Joseph Howe,
Secretary of State for the Provinces, Ottawa.

To His Excellency the Honourable Sir Narcisse Fortunat Belleau, Knight, Lieutenant-Governor of the Province of Quebec.

MAY IT PLEASE YOUR EXCELLENCY,—

We, Her Majesty's true and loyal subjects, the Legislative Council and Legislative Assembly, pray that your Excellency would be pleased to transmit to His Exellency the Governor General, the joint Address of the Legislative Council and Legislative Assembly, concerning the Arbitration.

C. B. DE BOUCHERVILLE,
Speaker of the Legislative Council.
J. G. BLANCHET,
Speaker of the Legislative Assembly.

To His Excellency the Right Honourable John, Baron Lisgar of Lisgar and Bailieborough, in the County of Cavan, Ireland, in the Peerage of the United Kingdom of Great Britain and Ireland, one of Her Majesty's Most Honourable Privy Council, Knight Grand Cross of the Most Honourable Military Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor-General of Canada, and Governor and Commander-in-Chief of the Island of Prince Edward, &c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY:

We, Her Majesty's dutiful and loyal subjects, the Legislative Council and Legislative Assembly of the Province of Quebec, in Provincial Legislature assembled, humbly approach Your Excellency for the purpose of representing:—

That, according to the provisions of the one hundred and forty-second section of the British North America Act, 1867, the division and adjustment of the debts, credits, liabilities, properties and assets of Upper and Lower Canada should have been referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, one by the Government of Quebec, and the third by the Government of Canada, the last mentioned not to be a resident either in Ontario or in Quebec.

That the Honourable Charles Dewey Day having been appointed Arbitrator by the Province of Quebec, the Honourable David Lewis Macpherson by the Province of Ontario, and the Honourable John Hamilton Gray by the Government of Canada, and the last named Arbitrator having taken up his residence in Ottawa, the Government of the Province of Quebec have deemed it incumbent on them to protest against his continuing in office, and to express both to the Government of Canada and to the Arbitrators themselves, their firm conviction, that to carry out the true intent and meaning of the British North America Act, the decision of the Arbitrators should be unanimous.

That subsequently, on the ninth day of July last, the Honourable Charles Dewey Day, the Arbitrator appointed by the Province of Quebec, differing in opinion with the other Arbitrators respecting a preliminary judgment, which appeared to him based upon pretensions at once unfounded in fact and in law, and deeming that, by the rendering of that judgment, the examination of the question would be restricted by the inflexible rule of an erroneous judgment, and that it would be, therefore, impossible to arrive at an equitable and satisfactory conclusion, felt it to be his duty to resign his office.

That such resignation having been accepted by the Government of the Province of Quebec, notice thereof was immediately given, to wit, on the eleventh day of July last, to the Government of Canada, and to Messrs. Gray and Macpherson; the Government of the Province of Quebec, at the same time, protesting against any ulterior action on the part of the Arbitration Commission, which was thus rendered incomplete.

That, notwithstanding the representations so made to them, Messrs. Gray and Macpherson entered upon the examination of the questions submitted by the two Provinces, without the Province of Quebec being in any way represented, and on the third day of September last, rendered a pretended award, against which His Excellency the Lieutenant Governor of the Province of Quebec, by despatch, dated the thirteenth day of September last, and addressed to His Excellency the Governor-General, protested as unjust and illegal.

That the injustice of the said pretended award is evident, from the same having been rendered wholly in the interest of the Province of Ontario, and from the fact that, while Messrs. Gray and Macpherson refused to take into consideration the relative financial positions of the two Provinces at the time of the Union, they have taken into consideration the object and nature of certain items of expenditure as having been incurred in one or the other section of the Province of Canada from the period of the Union to Confederation: that the said pretended award is further unjust, inasmuch as the division of the credits, properties, and assets of the late Province of Canada does not even proceed upon the same basis and principles as those which appear to have been adopted in relation to the division of the balance of the debt, and does not rest upon any principle whatsoever, but is purely arbitrary, and favours the Province of Ontario at the expense of the Province of Quebec; that, lastly, the provisions of the said pretended award fully justify the apprehensions of the distinguished lawyer selected by this Province as its Arbitrator, and the firm and independent line of conduct which he adopted in the interests of justice.

That the said pretended award is absolutely illegal, null, and void, for the reasons hereinbefore set forth, and also as having been rendered by two Arbitrators, who, by the resignation of their colleague, remained without any power or jurisdiction, and that, therefore, the intentions of the British North America Act have not been carried out, and no valid title has been conferred upon either Province in relation to the credits, properties, and assets, which it was the duty of the said Arbitrators to apportion and divide between the two Provinces.

That the Province of Quebec can neither submit to its property being disposed of, or to any sum whatever being exacted from it, nor can it accept any property, credits or assets in virtue of the said pretended award, and that it is bound to resist, and will resist by all means within its power, the execution of the said pretended award, claiming, as it does, that justice be done, and that its rights, as recognised by the British North America Act, be maintained.

Wherefore, we humbly pray that Your Excellency will be pleased to adopt such measures as are best calculated to insure justice to this Province.

C. B. DE BOUCHERVILLE,
Speaker of the Legislative Council.
J. G. BLANCHET,
Speaker of the Legislative Assembly.

DEPARTMENT OF THE SECRETARY OF STATE FOR THE PROVINCES.
OTTAWA, 24th September, 1870.

SIR,—I have the honour to acknowledge receipt of your Despatch, 1,494, dated 22nd instant, transmitting an Address passed jointly by the Legislative Council and Legislative Assembly of the Province of Quebec, concerning the Arbitration for the division and adjustment of the debts, liabilities, properties, and assets of Upper and Lower Canada, under the provisions of Section 142 of the British North America Act, 1867.

I shall, without delay, submit the Address for the consideration of His Excellency the Governor-General.

I have, &.,
JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable Sir N. F. Belleau,
Lieutenant-Governor, Quebec.

TORONTO, September 5th, 1870.

SIR,—As Arbitrators under the British North America Act, 1867, we have the honour herewith to enclose for the Government of the Dominion of Canada the award made by us.

The award has been made in triplicate, and sent also to the Governments of Ontario and Quebec.

We have the honour to remain, Sir,
Your obedient servants,
J. H. GRAY,
D. L. MACPHERSON.

To the Honourable
The Secretary of State for the Dominion of Canada.

COPY OF A REPORT OF A COMMITTEE of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 27th February, 1871.

The Committee of Council have had under consideration the annexed Memorandum, dated 25th February, 1871, from the Honourable the Minister of Justice, to whom was referred the matter of the Arbitration under "The British North America Act, 1867," between the Provinces of Ontario and Quebec, and they respectfully report their concurrence in the opinion expressed in the said Memorandum, and advise that the same be adopted and communicated to the respective Provinces of Ontario and Quebec.

(Certified.)
W. H. LEE,
Clerk, Privy Council.

To the Honourable
The Secretary of State for the Provinces.

In the matter of the Arbitration under "The British North America Act, 1867," between the Provinces of Ontario and Quebec, referred to the undersigned, he has the honour to report:—

That under the 142nd Section of the said Act, the following Arbitrators were appointed, viz.:—

The Hon. David Lewis Macpherson, by the Government of Ontario,

The Hon. Charles Dewey Day, by the Government of Quebec; and

The Hon. John Hamilton Gray, of St. John, New Brunswick, by the Government of Canada (his appointment dating from 21st March, 1868).

That by a despatch from the Lieutenant-Governor of Quebec to the Secretary of State for the Provinces, bearing date the 11th July last, an Order of the Executive Council of that Province was transmitted for the consideration of His Excellency the Governor-General, which Order in Council sets forth, that "Whereas the Hon. J. H. Gray has resided for more than one year, and has become a resident, in the Province of Ontario, and has thereby become disqualified to act as such Arbitrator, it has become the duty of this Province to object to the said Hon. John Hamilton Gray acting as such Arbitrator."

That by a Despatch of the same date, the Lieutenant-Governor transmitted two letters, dated 9th July, from the Hon. Charles Dewey Day, addressed to the Provincial Secretary of Quebec, resigning his appointment as Arbitrator under the Section above cited.

That by a subsequent Despatch of the 19th July, the Lieutenant-Governor submitted a copy of an Order of his Council, accepting the resignation of Mr. Day, as the Arbitrator named for the Province of Quebec.

That by a letter, dated the 5th of September, Messrs. Gray and Macpherson, the other two Arbitrators, transmitted a copy of the award made by them under the said Act, stated that such award had been made in triplicate, and sent also to the Governments of Ontario and Quebec.

That the award is signed only by Messrs. Gray and Macpherson, and after reciting that the three Arbitrators were appointed by the several Governments as above mentioned, proceeds to state that "the said Arbitrators having taken upon themselves the burthen of the said Arbitration," the said John Hamilton Gray and David Lewis Macpherson, being a majority of the said Arbitrators, do hereby award, order, and adjudge of and upon the premises as follows, that is to say, &c., &c., &c.

That by a Despatch from the Lieutenant-Governor of Quebec, dated the 14th September, a copy of an Order of the Executive Council of Quebec was transmitted, protesting, for reasons therein given, against any force or validity being given to the pretended judgment or award of the said two Arbitrators by the Federal Authority, and advising of the intention of the Government "to appeal for redress and justice in every constitutional mode which it is the privilege of British subjects under the British Crown to exercise when suffering under injustice or wrong from the hands of any."

That by a subsequent Despatch, dated 22nd December last, from the Lieutenant-Governor, he transmitted an Address from the Legislative Council and Legislative Assembly of the Province of Quebec to His Excellency the Governor General, setting out—That the Hon. J. H. Gray having taken up his residence at Ottawa, the Government of Quebec having deemed it incumbent to protest against his continuing in office, and to express their conviction that the decision of the Arbitrators should be unanimous; that the Arbitrator appointed by the Province of Quebec resigned his office; that such resignation was accepted, and that the Government of Quebec at the same time protested against any ulterior action on the part of the Commission, which was thus rendered incomplete. That Messrs. Gray and Macpherson, notwithstanding such representation, entered upon the examination of the questions submitted by the two Provinces, without the Province of Quebec being in any way represented, and made their award, against which the Lieutenant-Governor of Quebec protested as unjust and illegal. That the injustice of the pretended award is evident from the facts stated in the Address. That the pretended award is absolutely illegal, null and void, for the reasons therein set forth, and as having been rendered by two Arbitrators, who, by the resignation of their colleague, remained without power or jurisdiction. That, therefore, the intention of "The British North America Act" had not been carried out, and no title has been conferred upon either Province in relation to the credits, properties and assets, which it was the duty of the said Arbitrators to apportion and divide between the two Provinces. That the Province of Quebec can neither submit to its property being disposed of, or to any sum whatever being exacted from, nor can it accept any property, credits or assets in virtue of the pretended award, and will resist by all the means within its power the execution of the said pretended award; claiming as it does that justice be done, and that its rights, as represented by the British North America Act, be maintained. They therefore pray that His Excellency the Governor-General will be pleased to adopt such measures as are best calculated to ensure justice to that Province.

The case now stands thus:—

The Government of Ontario maintains the validity of the award.—The Government of Quebec contends that it is altogether illegal and void, and declares its intention of appealing for redress and justice in every constitutional mode, and the Legislature of Quebec, also protesting against its validity, asks the Governor-General to adopt measures to protect the rights of that Province.

Now the Government of Canada has no power or means of intervening between the parties of enforcing the award as valid, or setting it aside as invalid, or of granting the redress or the measure of protection sought for by the Legislature of Quebec. It is for the Government of Ontario, if it desires to enforce the award, to take such steps as it may be advised that the law allows for that purpose; and it is for the Province of Quebec to take the necessary legal steps to resist any action on the part of that of Ontario.

If the question of the validity of the award becomes a matter of litigation, either Province will have the power of carrying it by appeal from the decision of any inferior tribunal to the Judicial Committee of the Privy Council as the Court of last resort.

If the Governments of the two Provinces were to agree on a statement or special case, with the view of submitting the question of the validity of the award to the Judicial Committee, it would be the duty of His Excellency the Governor-General, on being prayed so to do, to transmit such special case to the Secretary of State for the Colonies, with a request that it shall be submitted to such Judicial Committee for their opinion, under the 4th clause of the Imperial Act, 3 and 4 William IV., chapter 41.

If the two Governments do not agree upon a joint submission of the case, it will be in the power of either Government to pray Her Majesty to refer the case, as stated by it, for the opinion of the Judicial Committee.

As it is obvious that if the Governor in Council were to assume to decide the questions in dispute, the Province against whom such decision would be given would not accept or submit to it, and as such decision would have no legal force whatever, the undersigned recommends that no expression of opinion be given by His Excellency in Council, and for the same reasons the undersigned refrains from making any report on the legal questions.

Under present circumstances and until the questions raised respecting the award are settled by judicial decision, the undersigned is of opinion that no action with respect to it can properly be taken by the Governor in Council.

JOHN A. MACDONALD.

(118.) DEPARTMENT OF THE SECRETARY OF STATE FOR THE PROVINCES.

OTTAWA, 28th February, 1871.

No. 624.

SIR,—I have the honour to transmit to you, herewith, for the information of your Government, a Copy of an Order of His Excellency the Governor-General in Council, together with a Copy of the Memorandum therein referred to, of the Minister of Justice on the subject of the Arbitration, under the British North America Act, 1867, between the Provinces of Ontario and Quebec.

I have, &c.,

JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable Sir N. F. Belleau,
Lieutenant-Governor, Quebec.

(119.) OFFICE OF THE SECRETARY OF STATE FOR THE PROVINCES,
OTTAWA, 28th February, 1871.

No. 624.

SIR.—I have the honour to transmit to you. herewith. for the information of your Government. a Copy of an Order of His Excellency the Governor General in Council. together with a Copy of the Memorandum therein referred to. on the subject of the Arbitration under the British North America Act. 1867, between the Provinces of Ontario and Quebec.

I have, &c.,
JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.
Lieutenant-Governor, Toronto.

TREASURY DEPARTMENT,
TORONTO, April 8th, 1872.

SIR.—I addressed you a letter on the 22nd ultimo enclosing a printed copy of the "Case." with the corrections and emendations agreed upon by the two Governments.

As the Ontario Government are desirous that the trial on the award be proceeded with at once, I wish to hear if our forms—forwarded with my letter for authenticating the copies, meet your approval.

I have the honour to be,
Sir.
Your obedient servant,
(Signed) A. MACKENZIE.

Hon. George Irvine, M. P. P.,
Quebec.

TREASURY DEPARTMENT.
TORONTO, July 6th, 1872.

SIR.—I beg to call your attention to my letters of March 22nd. and April 23rd. concerning the adoption of, and interchange of a form of certificate to be attached to the "Award Case," agreed upon between the Governments of Ontario and Quebec.

The Hon. Mr. Blake and myself while at Ottawa. understood in conversation with yourself and the Hon. Mr. Chauveau. that you were prepared at once to exchange the required certificates if we wished to proceed immediately with the case before the Privy Council.

As the Ontario Government have made all the necessary preparations to proceed. and are anxious to have the agreement arrived at for the submission of the case. we would feel obliged by your early compliance with my former request

I have the honour to be.
Your obedient servant,
(Signed) A. MACKENZIE.

Hon. George Irvine,
Quebec.

PROVINCE OF QUEBEC, SECRETARY'S OFFICE,
QUEBEC, 25th November, 1872.

SIR,—I have the honour to forward you herewith, a copy of an Order in Council. approved on the 6th November instant. relative to the authentication of the record of proceedings had in the Arbitration between Quebec and Ontario; also a draft of a certificate to be appended to said record, and entered in the book containing the same. If the said certificate meet the views of the Government of Ontario. I have to request that it be entered. and the book forwarded here for the purpose of affixing the Great Seal of this Province thereto.

I have the honour to be,
Sir.
Your obedient servant,
P. J. O. CHAUVEAU,
Secretary.

To the Honourable the Provincial Secretary,
Toronto.

Copy of a Report of a Committee of the Honourable the Executive Council, dated the fifth November, 1872, and approved by His Excellency the Lieutenant-Governor in Council, on the sixth November, 1872.

No. 317. On the authentication of the Record of Proceedings in the Arbitration between Quebec and Ontario.

The Honourable the Treasurer of the Province, in a memorandum dated the fourth of November instant (1872), recommends that, considering the correspondence which has taken place with the Government of the Province of Ontario, with reference to the settlement of the record of proceedings in the matter of the pretended arbitration and award—between the Provinces of Ontario and Quebec—for the purpose of obtaining the determination of Her Most Gracious Majesty, under the advice of the Judicial Committee of Her Majesty's most Honourable Privy Council, (without in any way consenting to the reference to the said Judicial Committee, but protesting against the same) it be admitted for the purpose of the said reference, that the printed copy of the proposed record, as mutually agreed upon, between the Treasurer of the Province of Ontario, and the Solicitor-General of the Province of Quebec, be approved of on the part of the Province of Quebec, and that a copy of the same be authenticated under the Great Seal of this Province, according to the form appended to this memorandum.

The committee concur in the foregoing recommendation, and submit the same for the Lieutenant-Governor's approval.

Certified,
(Signed) F. FORTIER,
Clerk, Executive Council.

This is to certify that the foregoing is a correct transcript of the record of proceedings in the matter of Arbitration and Award under the 142nd Section of the British North America Act of 1867, between the Province of Ontario and the Province of Quebec, as approved of on the part of the said Province of Ontario by the order of His Excellency the Lieutenant-Governor thereof, in Executive Council, dated the day of and on the part of the said Province of Quebec by the order of His Excellency the Lieutenant-Governor thereof, in Executive Council, dated the sixth day of November, one thousand eight hundred and seventy two.

In testimony whereof, and under and by virtue of the said Order in Council, the great Seal of the said Province of Quebec is hereunto affixed.

Witness the Honourable Sir Narcisse Fortunat Belleau, Knight, Lieutenant-Governor of the Province of Quebec, at Government House in the City of Quebec, this

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PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 27th November, 1872.

SIR,—I have the honour to acknowledge the receipt, through you, of a copy of an Order in Council relative to the authentication of the record of proceedings had in the Arbitration between Quebec and Ontario, and also a draft of a certificate to be appended to said record, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Acting Assistant-Secretary.

The Honourable the Provincial Secretary,
Quebec.

TORONTO, 21st November, 1872.

SIR,—In the telegraph report of the proceedings of your Legislature yesterday you are reported to have said, that both Provinces had agreed that a certain printed book to be forwarded to the Privy Council was a true record of the proceedings before the Arbitration.

Although it is quite true that the text of this record has been agreed to between my predecessor and yourself, yet it is requisite that some mode of binding the two Provinces, and of authenticating the printed record, should be adopted. Hence the proposition contained in Mr. Mackenzie's letter of the 22nd of March last to yourself, with the accompanying drafts of an Order in Council to be passed by each Province, and form of certificate of authentication, which he desired your Government to consider and approve, with such amendments as you might think proper.

I find also that Mr. Mackenzie, on the 8th of April, again called your attention to the consideration of these drafts, and on the 6th of July again requested you to consider and reply to these communications on this subject.

Having regard to the time which has elapsed since these drafts were submitted to you, I would ask your early consideration of them. I enclose with this duplicate forms.

Your obedient servant,
(Signed) ADAM CROOKS.

The Hon. George Irvine,
Solicitor-General, &c., &c.,
Quebec.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 20th December, 1872.

DEAR SIR,—Since my last letter to you on the subject of the Arbitration, our Government has had under consideration the proposed certificate and Order in Council of the Government of the Province of Quebec, transmitted by the Provincial Secretary to us in his letter of the 25th November. While this certificate agrees with the proposed draft sent by us, we find on reference to the Order in Council that it contains a qualification with reference to proceeding to obtain the determination of the Judicial Committee of the Privy Council upon the questions in issue between the Provinces.

This qualification is thus expressed in the Order in Council of your Government:—"Without in any way consenting to the reference of the said Judicial Committee, but protesting against the same."

If this is intended by your Government as an objection to the Judicial Committee, assuming to determine the matter in question, or the right of the Committee to adjudicate at all thereon, it would place the intended reference on a basis different from that which it appeared to us both Governments meant it should proceed upon. We can understand your Government reserving to itself the full benefit of all objections to the validity of the award, but not that it would dispute the jurisdiction of the Judicial Committee to determine the matter of appeal.

I would be obliged by your favouring me with the intentions of your Government in this respect.

I am,
Yours obediently,
(Signed) ADAM CROOKS,
Treasurer.

Hon. Geo. Irvine,
Solicitor-General, &c., &c.
Quebec.

QUEBEC, 8th January, 1873.

DEAR SIR,—I beg to acknowledge the receipt of your letter of the 20th ultimo, respecting the paragraph contained in the Order in Council, having reference to the proposed appeal to the Judicial Committee of the Privy Council on the award of two of the Arbitrators, to which paragraph the Ontario Government seems to object.

The object of the Quebec Government was to place on record their objection to the reference, and to protest against the matter being decided in this way.

As it is in the power of the Dominion Government to take steps to obtain the opinion of the Judicial Committee on the matter, the protest of the Quebec Government cannot prevent the case being decided by the Judicial Committee, although we wish it to be understood that the reference is made without our consent, and notwithstanding our protest.

I remain,
Sir,
Your obedient servant,
(Signed) GEO. IRVINE.

The Honourable
The Treasurer of Ontario.

RETURN

To an address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence (if any) in respect to the candidature, or intended or supposed candidature, for a seat in the House of Commons of Canada, at the recent general election of Members, to serve in said House of Commons, of the Sheriff of the County of Halton.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 3rd February, 1873.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 6th August, 1872.

SIR,—The attention of the Government has been called to certain statements in the newspapers, that you propose becoming a candidate for the representation of the County of Halton, in the Dominion Parliament.

I am directed to inform you that the Government see very serious objections to sheriffs or other officials, whose duties involve functions of a *quasi* judicial character, assuming a political position, especially when their services should be always available.

A due regard for the public interests may require the Government to take such steps as may be necessary to secure the isolation of all such officials from active political life.

I have the honour to be,
Sir,
Your obedient servant,
(Signed.) J. R. ECKART,
Acting Assistant-Secretary.

G. C. McKindsey, Esq.,
Sheriff, Milton.

SHERIFF'S OFFICE,
MILTON, 6th September, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter, respecting my candidature for the representation of the County of Halton in the House of Commons.

The objections you urge against judicial officers entering into active political life are well founded when well considered, I have no doubt. At the same time the frequent violation of this principle in the absence of any statutory law constitutes a law from custom.

I beg to assure your Government that I will, by every means in my power, submit to and maintain all statutory law or official instruction in that behalf, and will hail with delight any "steps taken by the Government to secure the isolation of all such officials from active political life."

I have the honour to be,
Sir,
Your obedient servant,
(Signed) G. C. McKindsey,
Sheriff, C. H.

The Honourable the Provincial Secretary,
Toronto.

RETURN

To an Address to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House a statement of the tariff of fees now paid to Constables, High Constables and Special Constables for all and every service, both civil and criminal, which they are required to perform.

By Command,
T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 3rd February, 1873.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 1st February, 1873.

SIR,—In accordance with an Address, by the Legislative Assembly, to His Excellency the Lieutenant-Governor, praying that a statement of the tariff of fees now paid to constables, high constables and special constables, for all and every service, both civil and criminal, which they are required to perform, be laid before the House, I have the honour to transmit a statement giving the required information.

I have the honour to be,
Sir,
Your obedient servant,
A. CROOKS.
Treasurer.

T. B. Pardee, Esq.,
Provincial Secretary, Toronto, Ont.

STATEMENT of the tariff of fees now paid to constables, high constables and special constables, for all and every service, both civil and criminal, for services performed by them.

1. Arrest of each individual upon a warrant	$1 00
2. Serving summons or subpœna	25
3. Mileage per mile, 10 cents	10
4. Attending assizes or sessions, per day	1 00
5. Attending any justice on trials under the Summary Punishment Acts, or on the examination of prisoners charged with any crime, for each day necessarily employed	1 00
6. Mileage in going to serve summons or warrant when the service has not been effected, the justices in sessions to be satisfied that due diligence has been used	10
7. Taking prisoners to gaol per mile, inclusive of disbursements necessarily expended in their conveyance	07

8. Summoning jury for inquest, including all services for the first day, exclusive of mileage	$2 00
9. Attending inquest for each day, other than the first	1 00
10. Serving summons at adjourned inquest, exclusive of mileage	25
11. Serving notice of appointment of constables, when personally served	50
12. Levying upon distress warrant and returning the same where charge not provided by law	1 00
13. Advertising and selling under distress warrant, where a charge not provided by law	1 00
14. Travelling to make distress, or to search for goods to make distress, when no goods are found, per mile	07
15. Appraisements, whether by one appraiser or more, for every $4 00 on the value of the goods	07

A. CROOKS,
Treasurer.

TREASURY DEPARTMENT,
Toronto, 1st February, 1873.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House a Return, stating concisely :

1. The date of the establishment of the Normal and Model Schools in this Province.
2. The total outlay on capital account in respect of the said Schools, including the purchase of lands, and every expenditure strictly chargeable to capital account.
3. The annual outlay since the establishing of the said Schools, including staff of teachers, superintendence, maintenance and every expenditure not charged to capital account.
4. The names of the persons in each year, with their places of residence, who have received instruction at the Normal School, with the view of fitting themselves for teaching in this Province, and the average number of them who have made and are still making teaching their profession, and how many of such teachers are now teaching in the Province, and in what counties they are now teaching.
5. The average cost to the country, including interest at six per cent on the said capital outlay for the training of each teacher who has made teaching in this Province a permanent occupation.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 4th February, 1873.

Ordered, That the Chief Superintendent of Education do, with all convenient dispatch, lay before this House a Return stating concisely :

(1.) The date of the establishment of the Normal and Model Schools in this Province.

(2.) The total outlay on *capital account* in respect of the said Schools, including the purchase of lands and every expenditure strictly chargeable to *capital account.*

(3.) The annual outlay since the establishing of the said schools, including staff of teachers, superintendence, maintenance and every expenditure not charged to capital account.

(4.) The names of the persons in each year, with their places of residence, who have received instruction at the Normal School, with the view of fitting themselves for teaching in this Province, and the average number of them who have made and are still making teaching their profession, and how many of such teachers are now teaching in the Province, and in what counties they are now teaching—In three parts.

(5.) The average cost to the country, including interest at six per cent on the said capital outlay for the training of each teacher who has made teaching in this Province a permanent occupation.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

EDUCATION OFFICE,
Toronto, 3rd February, 1873.

SIR,—I have the honour, in reply to a letter of the 14th instant, from Mr. Eckart, to send herewith the information asked for by the Legislative Assembly, in regard to the Normal School.

The Return will be found to contain a number of interesting facts, in regard to the operations of the Normal School since its establishment. They may be briefly summarized from the Return, (where the details are fully given, in the order in which they were asked for,) as follows:—

1. Date of the establishment of the Normal School	1847
2. Period which the Return covers	25 years
3. Number of Admissions to the Normal School during those 25 years	6,235
4. Average number of Admissions per year	250
5. Number of different individuals admitted during the 25 years	4,095
6. Average do do per annum	164
7. Average length of attendance of each individual admitted. About one Session and-a-half.	
8. Aggregate number of Certificates issued during 21 years, (none being issued during the first four years)	3,266
9. Average do do per annum	155
10. Aggregate number of permanent valid Certificates issued to different individuals during the 21 years, deducting those cancelled or recalled	1,980
11. Average do do per annum	92
12. Of the 1980 valid Certificates, the holders of 806 are now teaching; and allowing 250 as the number of those who were trained during the first nine sessions, (but received no Certificates,) and those who, though partially trained, also received no Certificates, except those of the County Board, we have as now available, Normal School Students teaching, about	1,056
13. The cost of the present Normal School Building was $39,269; cost of Model School Buildings $10,000; proportion of cost of site $9,790. Total $59,059. Capital account.	

14. Average annual expenses of the Normal and Model School:—

Fees received,	$11,983 00	
6 per cent on Capital Account of $59,059	3,543 00	
		$15,526

15. Dividing this annual average Expenditure by the 250 average annual Admissions, we find the annual cost of training each, to be about $62 00

16. Dividing the amount again by the average number of different individuals trained, (164,) we find the cost of each to be $95 00

17. Dividing the amount again by the average number of Certificates issued per annum, (155,) we find the cost per Certificate to be $100 00

18. Dividing the amount by the average net number of valid Certificates, we find the average cost per Certificate to be $169 00

19. Dividing the amount by the number of Normal School Students now teaching, we find the average cost of each to be about.............................. $343 00

From the Return, I trust it will be seen that rigid economy, great efficiency and success have characterized the measures adopted to establish and manage the Normal and Model Schools, together with minute accuracy in the accounts of all moneys received and expended in connection with them.

I have the honour to be,
Sir,
Your obedient servant,
E. RYERSON.

RETURN.

NORMAL SCHOOL FOR ONTARIO.

I. The Normal and Model Schools for Upper Canada were established in 1847, and opened on the first day of November of that year.

II. The building first occupied was the Government House at Toronto ; the Legislature having made a grant, for "procuring and furnishing suitable buildings," amounting to $6,000. Of this sum, $5,997.68 was expended in preparing the building for the reception of the Institutions, and providing the necessary furniture and apparatus during 1847-1849.

The building was resumed by the Government on its return to Toronto in 1849.

In addition to a portion of the Government Buildings retained in 1849 for the Model Schools, the Temperance Hall was temporarily occupied for Normal School classes in 1850-3, at a rent of $300 a-year.

Buildings were erected in 1850-3 (occupied in 1853) for the accommodation of the Normal and Model Schools, the Education Department Depositories, Museum, and Council of Public Instruction, at an expense (including the site of 7½ acres which cost $18,000.)

The following is a statement of the expenditure on capital account in each year :—

1850	$18,450 00	1851	$28,885 72
1852	29,840 07	1853	18,421 42
1854	2,597 85	1855	215 60
1856	557 80	1857	179 32
1858	120 00	1859	585 00
1860	984 87		
		Total	$100,837 65

Less interest on deposits, 1851	$567 00	
" " 1852	138 00	
Produce of land, 1854	69 12	
Interest, 1856	66 51	
		840 63
Net original cost (capital)		$99,997 02
Add:		
Steam heating, 1866	$3,440 00	
" " 1867	1,368 07	
" " 1868, half $841.66		425 83

Half charge for coal scale	47 50		
Steam fitting, 1869	408 50		
		456 00	
			5,689 90
Total Departmental Building and Model Schools,			$105,686 92

Partly occupied by the Normal School from 1853 to 1859. See estimate under head V. of this Return.

Note.—The Public Accounts of 1871 show that $13,613.50 was paid that year for the enlargement of the Model Schools.

In the year 1858-9 the Model Grammar School was erected, and the Normal School was transferred to that building in 1860.

The cost of that building was as follows, including fixtures:—

1857	$24,058 93	
1858	9,737 63	
1859	1,292 65	
1867, Steam heating	3,300 00	
1868 " "	425 00	
1869, Half charge of coal scale and heating apparatus	455 63	
		$39,269 91

The cost of this building (now a building being entirely used as a Normal School) may be taken as representing the original cost of the Normal School from the beginning. To it should be added the cost of the Model Schools, and a proportion of *the cost of the site.* In that case, the expenditure on capital account for the Normal and Model Schools may be estimated as follows:—

Present Normal School Building	$39,269 00
Model School Building, up to 1871	10,000 00
Proportion of cost of site	9,790 00
	$59,059 00

III. The Expenditure of the Normal and Model Schools on current account, including supplies of furniture, aid granted to students during the earlier sessions, salaries, and all charges not in the foregoing statement.

1847.—Including $202 50, students' aid	$4213 07	
Less fees	20 00	
		$4193 07
1848.—Including $2815 50, students' aid	8633 15	
Less fees, etc.	436 72	
		8196 43
1849.—Including $2470 50, students' aid	8159 14	
Less fees, etc.	800 75	
		7358 39
1850.—Including $2144 00, students' aid	8746 82	
Less fees, etc.	742 82	
		8004 00
1851.—Including $1875 00, student's aid	8502 62	
Less fees, etc.	7 8 40	
		7774 22
1852.—Including $3423 00, students' aid	9952 65	
Less fees. etc	615 35	
		9337 30
1853.—Including $4574 00, students' aid	13937 27	
Less fees, etc.	2200 10	
		11737 17

1854.—Including $1415 00 students' aid	13615 38	
Less fees, etc.	2367 92	
		11247 46
1855.—Including $2077 00, students' aid	14495 92	
Less fees, etc.	2185 38	
		12310 54
1856.—Including $3036 00, students' aid	16022 47	
Less fees, etc.	2326 83	
		13695 64
1857.—Including $3765 00, students' aid	19978 63	
Less fees, etc.	2312 93	
		17665 70
1858.—Including $3614 00, students' aid	17457 63	
Less fees, etc.	2777 85	
		14679 78
1859.—Including $1802 00, students' aid	19897 57	
Less fees, etc.	3140 35	
		16757 22
1860.—Including $4167 45, students' aid	19174 03	
Less fees, etc.	3311 21	
		15862 82
1861.—Including $2332 00, students' aid	16404 82	
Less fees, etc.	3446 91	
		12957 91
1862.—Including $2221 50, students' aid	16273 12	
Less fees, etc.	4060 22	
		12212 90
1863.—Including $2455 00, students' aid	17234 77	
Less fees, etc.	4129 06	
		13105 71
1864.—Including $42 50, students' aid	15966 29	
Less fees, etc.	4054 92	
		11911 37
1865.—	14757 90	
Less fees, etc.	3670 50	
		11087 40
1866.	17837 63	
Less fees, etc.	3559 00	
		14278 63
1867.—	16427 82	
Less fees, etc.	3637 03	
		12790 79
1868.—	17476 91	
Less fees, etc.	4127 52	
		13349 39
1869.—	16964 91	
Less fees, etc.	3916 92	
		13047 99
1870.—	17169 77	
Less fees, etc.	3952 40	
		13217 34
1871	17789 60	
Less fees, etc.	4990 00	
		12799 60
Total		$299578 77
Total annual outlay for current expenses, average		$11983 15

STATEMENT of the number of Teachers-in-Training admitted to the Normal School in each session, and of the certificates awarded; also the number of trained teachers annually reported as teaching in the Schools.

N.B. No Provincial Certificates were issued till the Ninth Session.

Session.	Year.	Admitted.	Certificates.	Teachers Reported.
1	1847–8	63	...	Not Reported.
2	1848	126	...	do
3	1848–9	108	...	do
4	1849	112	...	do
5	1849–50	135	..	do
6	1850–1	77	...	do
7	1851–2	80	...	233
8	1852	101	...	267
9	1852–3	144	72	355
10	1853	161	78	67*
11	1853–4	160	71	169
12	1854	111	40	...
13	1854–5	101	45	169
14	1855	86	45	...
15	1855–6	137	74	142
16	1856	118	73	...
17	1856–7	134	88	267
18	1857	167	99	...
19	1857–8	159	85	Not Reported.
20	1858	187	107	...
21	1859	183	87	389
22	do	158	94	...
23	1860	158	96	425
24	1860	132	90	...
25	1861	161	89	437
26	do	148	102	...
27	1862	148	96	...
28	do	135	95	479
29	1863	143	95	...
30	do	148	116	497
31	1864	156	82	...
32	do	160	101	574
33	1865	142	91	...
34	do	155	84	564
35	1866	161	99	...
36	do	126	86	617
37	1867	121	72	...
38	do	132	80	601
39	1868	123	70	...
40	do	140	97	604
41	1869	166	108	...
42	do	174	116	601
43	1870	159	104	...
44	do	173	111	668
45	1871	166	115	790
Certificates granted on examination also......			14	...
		6235	3266	

* From 1853, only those teachers holding Provincial Certificates are included in column five.

NUMBERS of Teachers in each county in 1871 holding Provincial Certificates from the Normal School, and then teaching in the Public Schools.

Glengarry	2
Stormont	4
Dundas	2
Prescott	2
Russell	2
Carleton	9
Grenville	2
Leeds	11
Lanark	8
Renfrew	3
Frontenac	8
Lennox & Addington	6
Prince Edward	11
Hastings	11
Northumberland	19
Durham	35
Peterborough	9
Victoria	27
Ontario	24
York	89
Peel	16
Simcoe	21
Halton	10
Wentworth	73
Brant	21
Lincoln	14
Welland	12
Haldimand	14
Norfolk	9
Oxford	40
Waterloo	34
Wellington	26
Grey	22
Perth	37
Huron	24
Bruce	9
Middlesex	49
Elgin	20
Kent	21
Lambton	16
Essex	6
District of Algoma	1
District of Parry Sound	1
Total	780

SUMMARY of Counties from whence Normal School Teachers came. From the 1st to the 45th Sessions.

County.	No. of Students.	County.	No. of Students.
Glengarry	40	Peel	192
Stormont	42	Simcoe	119
Dundas	31	Halton	150
Prescott	25	Wentworth	377
Russell	18	Brant	145
Carleton	81	Lincoln	127
Grenville	50	Welland	150
Leeds	76	Haldimand	86
Lanark	110	Norfolk	91
Renfrew	20	Oxford	210
Frontenac	57	Waterloo	90
Addington	36	Wellington	125
Lennox	29	Grey	58
Prince Edward	127	Perth	117
Hastings	93	Huron	109
Northumberland	100	Bruce	51
Durham	258	Middlesex	314
Peterboro'	50	Elgin	123
Victoria	58	Kent	74
Ontario	267	Lambton	68
York	1868	Essex	23
	3436		6235

V. The sum of $59,059 00 is above shown (in Part II.) to be the proportion of the expense on capital account of the Normal School from the beginning, including the Model Schools.

In regard to the cost of the Model Schools Building, it is respectfully submitted that the education of the scholars of those schools is an offset to the charge for the erection of that portion of the buildings.

The current expenditure of both Normal and Model Schools for the twenty-five years 1847–1871 (June), less receipts, is shown in a preceding statement to have been in all $299,578.77.

Since the foundation of the Normal School there were 6,235 admissions, or an average of 250 each year. Of those admitted, 2,140 attended more than one session. There have therefore been 4095 different individuals who have on an average attended the Normal School a little over a session and a half each, who have thus received more or less training in the institution.

Of the 6,235 who were thus admitted, 3,266 received Provincial certificates. Of these 1286 either expired or were recalled on the holders receiving a higher grade of certificate, leaving 1,980 as valid, although it may be fairly estimated that of this number one-fourth have ceased to be available from deaths or other casualties, other than a change of profession.

The statistics of 1871 show that there were in the school in that year 844 teachers holding Provincial certificates, all of which, except 64, emanated from the Normal School, besides 26 inspectors, who hold Normal School certificates in July, 1871, from the county boards under the new law, making a total therefore of 806 Normal School certificated students in active service in 1871.

Estimated number of those who have been trained and are now teaching under old or new county certificates, or who have retired from the service (this is probably a low estimate, and no Provincial certificates were granted till the ninth session) 250.

Total of those who may be regarded as having made teaching a permanent occupation, 1,056.

Taking, therefore, the facts which have been enumerated, we find,—

1. The total number of admissions to the Normal School, since its establishment in 1847 to the close of 1871 (25 years), was 6,235, or at the average rate of 250 a year.

2. The total number of different individuals who were more or less trained in the Normal School during these 25 years was 4,095, or at the rate of 164 per annum.

3. The number of certificates issued during 21 years (for no certificates were issued during the first four years), was 3,266 Provincial certificates, or an average of 155 per annum.

4. Deducting the number of certificates recalled or cancelled, we find that the net number of valid certificates issued during the 21 years was 1980, or on an average of within a fraction of 92 a year.

5. Of these 1,980 we find that there are now 806 still employed as teachers or inspectors; and to these should be added those who though trained in the Normal School during the first nine sessions received no legal valid certificates, and a number who, though partially trained, are now teaching under old or new county board c cates. These two classes are estimated at 250, leaving therefore about 1,056 avail Normal School students who are engaged in teaching.

V. Average cost, etc., see return.

1. The average annual expenditure of the Normal and Model Schools for the 25 years we find to be ($299,578 ÷ 25) $11,983.

To this should be added $3,543 per annum, being 6 per cent on the $59,059 of capital account, making the average annual cost of (Normal and Model Schools) $15,526. Dividing this sum by the average of admissions each year, we find that the annual average cost of teaching the 250 admitted to be nearly $62.

2. Dividing the annual cost of the Normal and Model Schools ($15,526) by the number of different individuals trained during the 25 years we find the cost to be at the rate of about $95 each.

3. Dividing the annual cost ($15,526) by the number of certificates issued, we find the average cost per each certificate to be $100.

4. Dividing the annual cost by the net number of valid certificates, we find the average cost per each valid certificate to be $169.

5. Dividing the aggregate annual cost of the Normal and Model Schools, including interest at 6 per cent on capital, by the number of Normal scholars who are now teaching, and those who continued in the profession, we find the average cost of each to be $343.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House a return stating the number of scholars attending the Normal School for the purpose of qualifying as school teachers for the years 1869, 1870, 1871, 1872, respectively; also the largest number of pupils the present Normal School is capable of accommodating, throughout a session thereof.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 4th February, 1873.

EDUCATION OFFICE,
TORONTO, 4th February, 1873.

SIR,—I have the honour, in reply to Mr. Eckart's letter of the 23rd ultimo, to send herewith the Return asked for by the Legislative Assembly, in regard to the number of scholars attending the Normal School during the years 1869–1872 respectively, and also in regard to the number of pupils which that Institution can accommodate.

I have the honour to be,
Sir,
Your obedient servant,
E. RYERSON.

The Honourable T. B. Pardee, M.P.P.,
Secretary of the Province, Toronto.

RETURN—Stating the number of scholars attending the Normal School for the purpose of qualifying as school teachers for the years 1869, 1870, 1871, 1872, respectively; also the largest number of pupils the present Normal School is capable of accommodating throughout a session thereof

	1869.		1870.		1871.		1872.	
No. of Scholars	340		332		349		341	
	Jan'y.	Aug.	Jan'y.	Aug.	Jan'y.	Aug.	Jan'y.	Aug.
	158	182	137	195	151	198	168	173

Greatest number that can be accommodated* 150 or 200.

Education Office,
Toronto, February, 1873.

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*Were the students equally distributed between the Second and the First Division, 200 might be easily accommodated. As, however, the First Division, who have an entire seat to themselves, is comparatively small, not more than 150 can be accommodated.

RETURN

To an Address of the Legislative Assembly, to His Excellency the Lieutenant-Governor, praying His Excellency to cause to be laid before the House, copies of all Minutes and Orders in Council relating to the Agricultural College: the names of all persons appointed to inspect the several proposed sites for said College: the instructions given such persons, together with a memorandum of the expenses of such persons; also, a copy of the instructions given to Professor Mills, and his report to the Government.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 6th February, 1873.

Letter of Commissioner authorizing Rev. W. F. Clarke to visit and report on Agricultural Colleges in the United States.

AUGUST 12th, 1869.

DEAR SIR,—You are hereby commissioned to visit the leading Agricultural Colleges of the United States, and report thereon to this Department, your report to embrace among others the following particulars:

The establishment, cost and mode of sustaining such colleges; with the experimental or model farms attached; their management; the course of study pursued at them: the professorships in them: the attendance of students, the estimation in which these institutions appear to be held in the United States: their practical working; the results of their operations, so far as can be ascertained; the expense of their maintenance: and the extent to which by fees, manual labour of students, or otherwise, they are self-sustaining.

You are also commissioned to visit the United States Department of Agriculture at Washington, and ascertain by what methods it aims to promote the farming interests.

On your return you will, at your earliest convenience, embody the results of your observations in a report to this Department; and also submit an economical and practical scheme for the establishment of an Agricultural College in this Province. You will also furnish this Department with any suggestions your tour may enable you to make whereby its serviceableness to the agriculture of this Province may be enhanced.

JOHN CARLING,
Commissioner of Agriculture.

The Rev. W. F. Clarke,
Editor "Ontario Farmer."

REPORT OF REV. W. F. CLARKE ON AGRICULTURAL EDUCATION.

To The Honourable John Carling,
Commissioner of Agriculture &c.

Dear Sir,—I had the honour to receive from you some months since, the following commission :

"You are hereby commissioned to visit the leading Agricultural Colleges in the United States, and report thereon to this Department, your report to embrace, among others, the following particulars:—

"The establishment, cost, and mode of sustaining such colleges, with the experimental or model farms attached ; their management ; the course of study pursued at them ; the professorships in them ; the attendance of students ; the estimation in which these institutions appear to be held in the United States ; their practical working ; the results of their operation so far as can be ascertained ; the expense of their maintenance and the extent to which by fees manual labour or otherwise, they are self-supporting.

"You are also commissioned to visit the United States Department of Agriculture at Washington, and ascertain by what methods it aims to promote the farming interests of the adjacent Republic.

"On your return, you will, at your earliest convenience, embody the results of your observations in a report to this Department ; and also submit an economical and practical scheme for the establishment of an Agricultural College in this Province. You will also furnish this Department with any suggestions your tour may enable you to make, whereby its serviceableness to the agriculture of this Province may be enhanced."

As you have already been apprized by me, a variety of unforeseen circumstances, ill-health among the number, have prevented an earlier fulfilment of the task you were pleased to assign me, and I have now, at length, the honour to report to your Department as follows:—

In pursuance of the instructions given me, I visited several of the more prominent Agricultural Colleges in the United States. It will hardly be necessary for me to give in detail the particulars of each such visit, inasmuch as the object of this report is not historical, but practical. Among the institutions visited by me, there are two, one at the east and the other at the west, which may be regarded as exemplary, if not model in their character, viz.: those of Massachusetts and Michigan. Some account of these two colleges will probably suffice for the ends to be accomplished by this report.

It may, however, be premised, that the Agricultural Colleges of the United States, are indebted, some for their very existence, and all for their efficiency, to that Act of Congress passed in 1862, by which a munificent land grant was made to every State in the Union for the permanent endowment of such institutions. The purpose of this donation is thus stated by the originator of the Bill: "To establish at least one college in every State, upon a sure and perpetual foundation, acceptable to all, but especially to the sons of toil ; where all the needful sciences for the practical avocations of life shall be taught ; where neither the higher graces of classical studies, nor that military drill our country now so highly appreciates will be ignored, and where agriculture, the foundation of all present and future prosperity, may look for troops of earnest friends, studying its familiar and recondite economies, and at last elevating it to that higher level, where it may fearlessly invite comparison with the most advanced standards of the world." Under this Act, each State became entitled to a quantity of public land, equal to 30,000 acres for each of its senators and representatives in Congress, under the census of 1860. It was provided that this land should be sold to the best advantage under the supervision of each State, and the proceeds invested as a perpetual endowment in safe stocks, yielding at least five per cent. per annum. The Massachusetts Agricultural College owes its existence to the National Land Grant ; that of Michigan was already in prosperous operation when the grant was made, but has, of course, received a considerable impetus from that wise and patriotic Act of Congressional Legislation.

MASSACHUSETTS AGRICULTURAL COLLEGE.

The quota of land allotted to Massachusetts was 360,000 acres. The State Legislature was prompt to accept the grant, and proceeded at once to consider the best mode of appropriating it. A most important and much debated question in regard to agricultural education, viz.:—whether the object can be best promoted by making agriculture one of many subjects taught in a general college, or by having a college specially consecrated to it, was thoroughly discussed by the ablest scholars, farmers and politicians of the State. The Governor strongly urged in his message, January 1863, the bestowal of the land grant upon Harvard University, or rather upon those noble scientific institutions which are affiliated with that university. But, in spite of the conceded advantages of existing professorships in branches of study requiring to be taught in a course of agriculture, and of means of instruction and illustration in large libraries and costly apparatus, the Massachusetts Legislature decided to establish a separate institution as an Agricultural College, and after deducting one-tenth of the avails of the land grant for the purpose of buying a farm, as empowered to do by the Congressional Act, they appropriated two-thirds of the funp to the contemplated new college, and the remaining one-third to the Institute of Technology, in Boston. The location of the proposed Agricultural College was left in the hands of the trustees, and a proviso in the Act required that $75,000 should be raised by voluntary subscription for the erection of buildings. This amount having been pledged by the Town of Amherst, and an eligible site and farm of 383 acres having been secured in that town, at a cost of $41,000, the Agricultural College of the State was located there, and opened for the reception of students in the autumn of 1867. At the date of my visit the institution had received the following moneys:—from the general United States Government, $168,000; from the Town of Amherst, $75,000; from the State of Massachusetts, $120,000; and from different individuals, $25,000; amounting in all to the sum of $388,000. This has been applied to the purchase of a model and experimental farm as above-mentioned, the erection of buildings, and various miscellaneous outlays for apparatus, &c. There are dormitory, boarding, class and lecture-room accommodation for one hundred and ten students. Two students occupy a suite of rooms, having a study in common and a bed-room and closet for each. There are seven dwelling-houses, two brick dormitory buildings, a large edifice called "College Hall," a botanic museum, a beautiful plant-house, a spacious model barn and out-buildings. A further expenditure of about $100,000 is considered requisite to complete projected buildings and provide furnishings, fittings, books and apparatus. This additional outlay would increase the capacity of the Institution so as to accommodate two hundred students. The faculty of the College consists of a President, who is also Professor of Botany and Horticulture; a Professor of Agriculture; a Professor of Military Science; a Professor of Mathematics and Physics; a Professor of Chemistry; a Professor of Modern Languages; together with sundry Instructors and Lecturers on a variety of special branches of study. Two classes of students are contemplated in the course of instruction which is provided, viz:—"those who wish to obtain a thorough literary, scientific and business education, qualifying them to act well their part, not only as farmers and gardeners, but also as citizens and men; and those whose circumstances or wishes induce them to seek a more limited and practical course of instruction, with particular reference to farming as a profession." The regular course of study occupies four years, and those who complete it receive the degree of B.S. (Bachelor of Science). The Farm Superintendent gives daily instruction in the best methods of practical agriculture. Every student is required to labour two hours on alternate days, as a College exercise. For this no pay is given, but for all extra labour students are paid at the rate of 12½ cents per hour. Thus far more than half the students have voluntarily worked, more or less, for wages, as a means of reducing the cost of attendance at College. The expenses are as follows:—Tuition, $12 per term; room rent, $5 per term; incidental expenses, $1 per term; boarding, $3.50 per week; washing 50 cents per dozen; expenses of chemical laboratory to students of practical chemistry, $5 dollars per term; public and private damages, including chemical apparatus, at cost; total expenses, inclusive of fuel and books, about $250 per annum. The last report of the Trustees of the College, holds it out as an inducement to students that, with the manual labour facilities provided, a young man of good talents, who is healthy and willing to work, can obtain a superior education at this Institution for $100 per annum, in addition to what he can earn on the premises. Most of the Agricultural Societies in the State have assumed the responsibility of paying the term bills of one or more students, the amount per annum of each being $54. These Agricultural Society Scholarships are offered for competition, and the candidates passing the most creditable examination become entitled to them. By this means, and the manual labour arrangement, a Scholarship student is at an outlay of not more than about $50 per annum. It speaks well for the reputation of this College, that it has been well filled with students ever since its opening in October, 1867, and that they have been chiefly farmers' sons who have been in attendance. No one is admitted at a younger age than fifteen, and thus far the students have averaged eighteen years of age. Nearly all have been full course students. This College is considered to have been remarkably successful. The State Legislature and wealthy agriculturists deem it worthy of liberal appropriations and benefactions; and while it is too young to point with pride and triumph to any distinct marks of moulding power and usefulness, as having been put forth on the agriculture of the State as yet, it is confidently believed that it will be able to do so at no very distant day. The total cost of its maintenance, inclusive of the farm, is about $20,000 per annum of which, term bills, farm produce, &c., pay about one-half, leaving about $10,000 per annum to be provided for out of the Endowment Fund. The course of studies pursued at the Massachusetts Agricultural College is as follows: —

COURSE OF STUDY AND INSTRUCTION.

FRESHMAN YEAR.

First Term.—Algebra, Human Anatomy and Physiology, Chemical Physics.

Second Term—Geometry, French, Chemistry.

Third Term.—Geometry, French, Botany.

Lectures upon Hygiene, Chemistry, Botany and Agriculture; and exercises in Orthography, Elocution and English Composition, during the year.

SOPHOMORE YEAR.

First Term.—German, Agriculture, Commercial Arithmetic and Book-keeeping.

Second Term.—German, Trigonometry, Analytical Chemistry with laboratory practice.

Third Term.—Mensuration, Surveying, Analytical Chemistry, Zoology, Drawing.

Lectures upon Comparative Anatomy; Diseases of Domestic Animals; Organic Chemistry; Dairy Farming, and Market Gardening; and Exercises in English Composition and Declamation during the year.

JUNIOR YEAR.

First Term.—Physics, French or German, Agricultural Chemistry, with practice in the laboratory and the field, Drawing.

Second Term.—Physics, Rhetoric, Horticulture.

Third Term.—Astronomy, Systematic Botany, History of the United States.

Lectures upon Physics, Mineralogy, the Cultivation of the Vine, of Fruit and Forest Trees, and Useful and Injurious Insects; and Exercises in English Composition and Debate, during the year.

SENIOR YEAR.

First Term.—Intellectual Philosophy, History, Physical Geography.

Second Term.—Moral Philosophy, Political Geography, the Civil Polity of Massachusetts and the United States.

Third Term.—Geology, Engineering, Political Economy.

Lectures upon Stock Farming, Architecture, Landscape Gardening, Geology, and English Literature; and Exercises in Original Declamation and Debate, during the year.

Exercises in Gymnastics, Military Tactics, and the various operations of the Farm and Garden, throughout the course.

MICHIGAN AGRICULTURAL COLLEGE.

I proceed now to give a brief account of the Michigan Agricultural College, and without at all disparaging the institution already described, or any other, I am constrained to award the palm of superiority to it for the practical good sense, wise economy, determined energy, and encouraging success, which have characterized its arrangements and history. In many respects it is especially worthy of being made a study by those who are anxious to establish on a sound basis, and without extravagant outlay, an Agricultural College in a new and rising country.

In the year 1855, the Michigan Legislature made an appropriation of forty thousand dollars, for the establishment of a state agricultural school. A tract of land, some three miles east of Lansing, the state capital, was purchased. It consisted of 676 acres of heavily timbered land, and was nearly in a state of nature at the time of purchase. A site for the necessary buildings was chosen, and a beautiful natural park formed by wisely leaving here and there suitable trees, already well grown and firmly established in the soil; an example of what every farmer in a new country might do, but for that wholesale and indiscriminate tree slaughter, which the settler appears to regard as his first and most imperative duty. Artificial planting, with fifty years of growth, would not have embellished the grounds of this College more richly than they have been by a judicious disposition of the original occupants of the soil. A college building, 100 ft. by 50, and a boarding house of nearly equal size, each three stories high and of brick, were at once erected, and the institution was formally opened with appropriate services, on the 13th day of May, 1857, in the presence of the Governor, a goodly representation of state officials, and a large concourse of citizens from various parts of the State. A central building, somewhat ornamental in style, but planned with a view to obtaining the most accommodation with the least outlay, has since been erected.

This Institution, as already stated, was in an effective condition at the time that the great National Land Grant was made. It then became possessed of 240,000 acres of land, all located within the State of Michigan, and with a minimum price of $2.50 per acre, fixed by law. In addition to this munificent endowment, the State Legislature vested in the College the ownership of about 6,000 acres of swamp land, considered to be worth at least $30,000, and increasing in value. As yet the lands donated by Congress remain unsold, and thus far the support of the College has come from the State. But, the possession of these lands has inspired the friends of the Institution with great enthusiasm, and produced an important moral effect, by the certain prospect of ample means to provide for the operating of the College in all time to come. From the very outset this Institution appears to have gone on prosperously, and without any serious drawback. During the past year the number of students was eighty-two, representing twenty six counties of the State. Of this number sixty-two were sons of farmers. Three hundred and fifty acres of the farm are now cleared, and in great part freed from stumps. Roads, fences and bridges have been built, and a large amount of grading and ditching done. It is a peculiarity of this College, that by legislative enactment, it is required "That three hours of each day shall be devoted by every student to labour upon the farm, and no person shall be exempt, except for physical disability." This requirement of labour is made, not only because it is remunerative to the students, but because it is educational, and calculated, at a period when tastes and habits are formed, to induce love of work, and sympathy with the working classes. It is found that, as a matter of fact, students who pursue a College course without labour, rarely engage in industrial pursuits, and it has been urged as an objection against Agricultural Colleges, that they will tend to divert their pupils from the actual work-a-day life of the farm, to professional pursuits. Special pains are taken, therefore, at the Michigan Agricultural College, to render labour honourable and attractive. The officers of the Institution work with the students, or personally superintend their work. The Professors of Agriculture and Horticulture, the Foreman of the farm and garden, and the Foreman of the green house are always out with the students during their work, while the Professor of Chemistry and other officers often are so. It is aimed to connect the labour and studies of the students as far as possible. Lectures are sometimes given in the fields and stock-yards, and the principles learned from class books are, as frequently and fully as can be done, illustrated in the work-shop, on the farm, and in the garden. After a thorough trial of its merits, the Trustees and Faculty of the Institution cling very tenaciously to the manual labour feature of the College, and regard it as intimately connected with its prosperity and usefulness. That the system of labour pursued here has proved a success is undeniable, while it is equally certain that in some other institutions it has proved a failure. The reasons for this difference, as given by the friends of the Michigan Agricultural College, are these: That requiring all students, without exception, to labour, effectually prevents the springing up of caste among them, while participation in actual work by the officers of the Institution themselves does much to make labour appear respectable and inviting to the young men. That there is much force in these considerations no thoughtful mind can deny.

The requirements for admission to this College are thus fixed by law:—"No student shall be admitted to the Institution who is not fifteen years of age, and who does not pass a satisfactory examination in arithmetic, geography, grammar, reading, spelling and penmanship." The law also says, "The College, shall be a high seminary of learning, in which the graduate of the common school can commence, pursue and finish a course of study." The chief objects contemplated by the College are these:—1st. To impart a knowledge of science, and its application to the arts of life. Especially are those sciences taught which relate to agriculture and kindred arts, such as Chemistry, Botany, Zoology and Animal Physiology. 2nd. To prosecute experiments for the promotion of agriculture. In this important respect very valuable service has already been rendered. 3rd. To afford the means of a general education to the farming class.

Tuition is free to all students from the State of Michigan. Outsiders are charged twenty dollars per annum. Board and washing are provided at the College Boarding Hall at cost, which was during the past year, $3.25 per week for board, and forty-two cents per dozen for washing. A charge of $6.50 per year is made for incidentals. Room rent is four dollars a year. The rooms are furnished with bedsteads and stoves; what else is requisite, the students must provide for themselves. The terms are so arranged as to give a long winter vacation, affording students an opportunity for teaching. What is thus earned in addition to the wages received for labour during the term, will, if he be industrious and economical, enable the student to defray a large proportion of his college expenses. The annual cost of the Institution is rather more than $10,000, and as tuition is free, nearly all this amount must be provided either by legislative appropriation, or from the proceeds of the endowment. There is already much pleasing evidence of the usefulness of this College and of its high and growing appreciation by the farmers of Michigan. A good proportion of its graduates are engaged in practical agriculture. Four of its graduates have become Professors in Agricultural Colleges. Its influence is very perceptible upon the surrounding farm region. At present the faculty of instruction consists of a President who is also a professor of mental philosophy and logic; a professor of animal physiology and practical agriculture, who is also a superintendent on the farm; a professor of chemistry; a professor of botany and horticulture, who is also superintendent of the gardens; and a professor of English literature. The course of instruction is as follows occupying when fully taken four years, but suitable persons may be received for a less time to pursue a special course of study.

COURSE OF INSTRUCTION.

FRESHMAN CLASS.

First Half Year.

Algebra—Robinson.
History—Weber.
Geometry—Robinson.
Book-keeping—Bryant & Stratton.

Second Half Year.

Trigonometry—Robinson.
Surveying—Davies.
Practical Agriculture.
Geology—Dana.

SOPHOMORE CLASS.

First Half Year.

English Literature—Chambers, Spalding.
Botany—Gray.
Elementary Chemistry—Youmans.

Second Half Year.

Entomology—Packard.	Botany—Gray, Darlington, Lindley.
Analytical Chemistry—Fresenius.	Horticulture.

JUNIOR CLASS.

First Half Year.

Physics—Snell's Olmstead.	Inductive Logic.—Herschell.
Agricultural Chemistry—Johnston.	

Second Half Year.

Physics—Miller.	Animal Physiology—Dalton.
Rhetoric—Whately, Day's Praxis.	

SENIOR CLASS.

First Half Year.

Zoology—Carpenter.	Astronomy—Snell's Olmstead.
Practical Agriculture,	French—Fasquelle.
Mental Philosophy—Wayland.	

Second Half Year.

Landscape Gardening—Downing, Kemp.	Moral Philosophy—Haven.
	Political Economy—Carey, Walker.
Civil Engineering—Mahan.	French—Fasquelle, De Fivas.

Declamations and Compositions throughout the entire course.

Particular attention is called to the course of study as laid down above. It is believed to be sufficient to impart thorough mental discipline and such information as is required by the general student. Its peculiar feature is the prominence given to physical sciences. Botany, Chemistry, and Animal Physiology are pursued from one to two years each. Practical Agriculture, Horticulture, Stock-breeding, Entomology and Meteorology are prominent features of the course.

It is believed that students who complete the course will be qualified to follow agricultural pursuits with intelligence and success; or should some other profession seem more congenial, they will have the discipline and scientific acquirements that will enable them to pursue with profit the studies preparatory to entering it.

As text books are liable to be changed, students are advised not to purchase books in advance, without consulting officers of the College.

SELECT COURSE.

Persons of suitable age and acquirements, who desire to pursue one or more of the branches of study more closely related to Agriculture (such as Chemistry, Botany, Animal Physiology, etc.), may be received for a less time than is requisite for the full course.

As affording evidence of the comprehensive and exhaustive character of the teaching at this College, I subjoin the programme of topics published by the Trustees of the Institution. It is an admirable synopsis of what requires to be taught at a School of Agriculture.

DEPARTMENTS OF INSTRUCTION.

ELEMENTARY CHEMISTRY.—The primary forces—Heat, Light, Electricity, Magnetism, etc.; Chemical affinity and laws of chemical combination; Elementary Substances—their history, properties, combinations and uses; Application of Chemistry to the arts and manufactures; Organic Chemistry. In the study of Elementary Chemistry, the facts and principles of the science are illustrated by experiments.

ANALYTICAL CHEMISTRY.—General Analysis; Analysis of Soils; Analysis of Minerals, Use of the Blow-Pipe; Analysis of Manures; Analysis of the Ashes of Plants; Alkalimetry and Acidmetry. In prosecuting Chemical Analysis, the student spends three hours a day in the Laboratory, under the direction and supervision of the Professor in Chemistry, applying with his own hands the tests required to determine the composition and properties of bodies, thus securing a practical knowledge of the methods employed in these investigations.

AGRICULTURAL CHEMISTRY.—Formation and composition of soils; the relations of air and moisture to vegetable growth; connections of heat, light and electricity with growth of plants; Nature and source of food of plants; Chemical changes attending vegetable growth; Chemistry of the various processes of the farm, as ploughing, fallowing, draining, etc.; Preparation, preserving and composting of manures; artificial manures; methods of improving soils by chemical means, by mineral manures, by vegetable manures, by animal manures, by indirect methods; rotation of crops; chemical composition of the various crops; chemistry of the dairy. The instruction in Chemistry is imparted both by lectures and text books.

METEOROLOGY.—The instruction in Meteorology is imparted by lectures. Constitution and weight of the Atmosphere; Barometry; Thermometry; The variations of temperature and relations to climate; Atmospheric moisture; Hygrometers; Motions of the Atmosphere; Anemometers; Winds; Trade Winds and Anti-trades; Monsoons; Land and Sea Breezes; Precipitation of Moisture; Dew; Hoar Frost; Fog; Clouds; Rain; Snow; Hail; Theory and Laws of Storms; Electrical Phenomena; Atmospheric Electricity; Thunder Storms; Aurora Borealis.

PRACTICAL AGRICULTURE.—*First Year.*—Laying out of Farms; Arrangement and planning of farm buildings; Farm Implements; General principles of tillage; Principles of drainage; Laying out and construction of drains; Methods of seeding; Harvesting of crops; Principles of Stock-breeding; Breeds of domestic animals—their characteristics and adaptation to particular purposes.

Fourth Year.—General principles of farm economy; Manures—their management and mode of application; Succession of crops; Preparation of the soil for particular crops; Cultivation of crops; Management of grass lands; Stock husbandry; Care of animals and principles of feeding; Fattening of animals; Management of sheep. In addition to the above course, instruction is given in the field in the various manual operations of the farm.

LOGIC AND PHILOSOPHY.—Very special prominence is given to *Inductive Logic*, embracing, in particular, the methods of securing exactness in our observations of natural phenomena, and of eliminating error from experiments or comparisons of phenomena while endeavouring to ascertain natural laws. Attention is also given to the principles of classification and nomenclature. The books brought prominently to the students' notice are Herschell's Discourse, Mill's Logic, and Whewell's Novum Organum Renovatum. About the same attention is given to *Mental Philosophy*, *Moral Philosophy* and *Political Economy*, as is given in other colleges.

BOTANY.—A course is first given in Physiological Botany; Systematic Botany is then taken up, the Natural Orders being studied as to their botanical characteristics; their size and geographical distribution; their relative importance; the genera and species having agricultural value; those having commercial or medical value; those having ornamental value; and those which are obnoxious or detrimental, such as weeds or poisonous plants. The orders are illustrated by diagrams, and numerous living and dried specimens. The living specimens are dissected and examined by the student, and their genera and species determined. The indigenous plants, together with those cultivated in the gardens and grounds, afford material for the study of this department of Botany. In the study of Vegetable Physiology, structure is illustrated by means of diagrams. Several excellent microscopes are used in the study of minute structures.

HORTICULTURE.—In the course of Vegetable Physiology, the relations of that science to Horticulture are pointed out. The Sophomore class being employed during the year in the gardens and College grounds, is afforded abundant opportunities for the application of the instruction received in the class-room. It is intended that each student shall have practical experience in every cultural operation. In addition to these methods of instruction, a course of lectures is given on the history, theory and practice of Horticulture.

Landscape Gardening.—In this study Kemp and Downing are used as text-books. Each student is required to form a plan in detail of some grounds assigned him by the instructor. The several grounds assigned to the students are first examined by them in company with the Professor. Some particular uses, and limit of means are supposed to be imposed, and the plans then made are subjected to criticism.

Animal Physiology.—In this department particular attention is given to the Anatomy and Physiology of domestic animals. The course is illustrated by anatomical preparations and diagrams, representing the comparative structure of the organs of locomotion, digestion, circulation, respiration and reproduction of each branch of the animal kingdom. Dissections of animals are made, to render the student familiar with the appearance, situation and relation of the organs of the animal system in a state of health, and the changes produced by disease. Opportunities are given for the study of the minute structure of the various tissues by means of the microscope.

Zoology.—Principles of the classification of animals, as founded on their structure and embryonic development. Descriptive Zoology, comprising the systematic arrangement of animals in accordance with their natural affinities, in classes, orders, families, etc. ; habits and geographical distribution of animals.

Entomology.—The course in Entomology is illustrated by a valuable collection of native and exotic insects. Particular attention is given to the study of species injurious to vegetation ; and the best methods of checking their ravages are discussed. Students by collecting and preserving specimens of our native species, become familiar with their habits in their several stages of development. The principles of bee-keeping are explained, different hives exhibited, and pains taken to make the student particularly familiar with the management of the Apiary.

Mathematics and Civil Engineering.—Algebra, Geometry, Plane Trigonometry, Spherical Trigonometry, Analytical Geometry, Surveying, Levelling, Plotting, Mechanics, Strength of Materials, Arches, Framing, Bridge and Road Building. Students have the use of chain, compass and other instruments for practice ; and receive instruction in the field as well as in the Lecture Room, each student being required to take charge of field surveys, and to become practically acquainted with the use of the level.

Physics.—The application of Geometry and Trigonometry to the motion of bodies, laws of motion, falling bodies, composition and resolution of motion, centre of gravity, collision of bodies, the mechanical powers, the pendulum, central power, projectiles, machinery, friction, fluids, pneumatics, reflection of light, mirrors, etc. ; occupying one-half year. The College possesses apparatus for illustration in this department of study.

Chemical Physics.—Weights and measures ; specific gravity ; electricity ; cohesion ; adhesion ; diffusion of liquids and gases ; influence of light on chemical attraction ; sources, nature and laws of light ; spectrum analysis ; heat ; measurement of heat ; thermometers and pyrometers ; equilibrium of temperature ; specific and latent heat ; atomic relations of heat ; electricity and magnetism ; correlation and conservation of forces.

Geology.—A course of daily recitations in geology during the second half of the freshman year is illustrated by maps, diagrams and specimens.

Language and Literature.—Instruction in this department is given by means of text books and lectures. History of English literature. Rhetoric—arguments, conviction, persuasion, fallacies in reasoning. Style. Select portions of English classics receive critical examination in a course of reading prescribed for each class. The juniors read Milton and the seniors Shakspeare.

In English composition the classes receive regular and systematic instruction in the art of the selection, arrangement and expression of the matter relating to their topics. Each student has an exercise in composition or declamation, every fortnight, throughout the course, the juniors and seniors speaking original pieces.

The members of the senior class deliver original declamations on the last Wednesday of each month, and the members of the junior class on the second Wednesday of each month.

French is taught three-fourths of a year to the senior class.

Lectures.—Public lectures, by members of the Faculty in rotation, are given to the students in a body. These lectures are delivered every Wednesday afternoon not occupied by the public rhetoricals of the juniors and seniors. Up to this date the subject matter of these lectures has been as follows:—President Abbot, on Homer, and how to use the eye ;

Prof. Miles, on how to construct the farm house, and how to construct farm buildings; Prof. Kedzie, on chemistry of projectiles and gunnery, and on the spectroscope; Prof. Prentiss, on motion in plants; Sec. Howard, on permanent pastures; Prof. Fairchild, on the reflex influence of school-keeping; Prof. Cook, on the honey bee; and Instructor Tracy, on how to beautify the house and its surroundings.

LABOUR.—Each student, not exempt for physical disability, is required to labour three hours a day on the farm or in the garden. The number of hours may be increased to four or diminished to two and a half. Some compensation (see means of defraying expenses) is allowed; but the labour is regarded as an essential part of the educational system of the College, and is performed with special reference to illustrating and applying the instructions of the lecture room. Students are not employed in those kinds of work only in which they may be most proficient, but, as the work is classified, each is made acquainted with all the operations of farming and gardening. The sophomore class work the entire year under the direction of the Professor of Horticulture. The juniors spend the year under the direction of the Professor of Practical Agriculture. The other classes alternate between the farm and gardens.

MEANS OF ILLUSTRATION.

1. A farm of 676 acres, of which about 300 are under cultivation.
2. Botanical gardens of trees, shrubs and herbaceous plants, and a commodious greenhouse.
3. Vegetable gardens, small fruit garden, apple orchard, pear orchard, general lawn and grounds.
4. Galloway, Ayrshire, Devon and Short Horn Cattle; Essex, Berkshire, Suffolk and Chester, White Swine; Southdown, Cotswold, Spanish Merino and Black-faced Highland Sheep.
5. Chemical laboratory and apparatus.
6. Philosophical and mathematical apparatus.
7. A museum of animals and minerals.
8. The Cooley herbarium—a very valuable collection of plants.
9. Museum of vegetable products.
10. Library and reading-room.
11. Buildings, workshops, tools, &c.

AGRICULTURAL DEPARTMENT AT WASHINGTON.

In accordance with your instructions, I visited the United States Department of Agriculture at Washington. Unfortunately, the Commissioner, Hon. Horace Capron, was absent on a tour in the Southern States at the time of my visit. The chief clerk, Mr. McLain, and the entomologist, Mr. Townend Glover, did all in their power to promote the objects of my visit, and showed me much polite attention. I found that the Department had but recently become established in a spacious and beautiful five-story edifice newly built for its occupancy, and that the grounds and surroundings were under process of laying-out and being improved. Additional buildings were under construction, especially a most extensive glass conservatory, in which it is intended to test and propagate every description of new plant, whether useful or ornamental.

The chief business of the Department as at present conducted, appears to be to collect and diffuse useful information in regard to agriculture and horticulture. Correspondence is had with all parts of the country, and investigation kept up of European records of experimental science, the transactions of societies, and official bulletins and publications. The matter thus collected is condensed, arranged, tabulated, and the gist of it embodied in a monthly report. There is not, as I had been led to suppose, a net-work of remunerated agencies all over the country, for supplying crop statistics and reports, but the Department depends upon unpaid correspondents, who furnish information voluntarily and gratuitously. As might be expected, the work is done irregularly and imperfectly; so that only approximate returns can at any time be given. As with ourselves, the need is felt of some systematic and trustworthy mode of collecting facts, especially during the seeding, growing, and harvesting seasons. A yearly volume of great value is published by the Department, which embodies in a permanent form, the results of the enquiries and investigations pursued from time to time, and is particularly useful from its furnishing information as to the best methods of cultivation, and the newest improvements in the manipulation and management of matters pertaining to the farm and garden. These volumes, as thus far issued, are in themselves a most varied, comprehensive, and instructive library of agriculture and horticulture.

The Department has under its supervision a chemical division which is constantly engaged in the examination of minerals, ores, earths, products from various manufactures, special investigations in technical branches of industry, and analysis of field products. A recent work undertaken by this division, has been the chemical analysis of average samples of the cereal crops collected from all parts of the United States and Territories, with a view of determining their relative richness in food elements. A thoroughly furnished laboratory and every appliance of modern art and science, enable the Department to pursue investigations and try experiments which no individual society or institution could successfully prosecute. A mineralogical cabinet has been commenced in connection with this division, which already contains a large number of choice specimens.

The entomological division, under the care of Professor Glover, is in a state of great efficiency. I know of no insect collection comparable with that which has been brought together by the labours of the gentleman just named, who unites with high competency as an entomologist, rare skill as an artist, and can not only set up the actual insect specimen in the very best manner, but produce life-like illustrations of it, doing with his own hand the work of both draughtsman and engraver. The ravages of insects have of late years entailed immense losses upon agriculturists and horticulturists, and it is impossible to over-estimate the importance of the service rendered by this division of the Department to the interest of the farm and garden. Professor Glover carries on an extensive scientific correspondence with entomologists in various parts of the world, and it was with no small pride and pleasure that I learned from him, that his most valued and useful correspondent was a Canadian amateur, Mr. William Saunders, of London, Ontario. A museum of natural history, native and foreign vegetable and flower specimens, and seeds is an adjunct of this division.

The distribution of seeds and plants is another method by which the Department seeks to promote the farming interests under its supervision. During the year 1868, no fewer than 592,398 packages and papers were distributed, including 32,127 sacks of winter wheat, specially imported to furnish the country with a change of seed. This extensive distribution was made through the following channels:—Members of Congress, 223,672; Agricultural and Horticultural Societies, 98,861; Statistical correspondents, 86,391; individuals on applications, 183,474; total, 592,398.

The investigation of diseases among farm stock has been by no means the least important service rendered by the Department to American agriculture. On the breaking out of the Texan fever among cattle, the commissioner promptly engaged the services of Professor John Gamgee of the Albert Veterinary College of London, England, to investigate its character, causes, and means of prevention and cure. The speedy and effectual check put upon that virulent malady, is largely to be attributed to the energetic and thorough manner in which it was dealt with by the Department.

Lastly, I may mention the experimental garden, under the care of Mr. Saunders, which although only five acres in extent, is marvellously comprehensive and varied in its contents. Here new vegetables, flowers, ornamental plants, shrubs and fruits, are carefully grown and thoroughly tested, under the eye of one of the most intelligent, skilful, and experienced horticulturists of the age. Among many other new aspirants to favour in the world of horticulture, I was pleased to find here specimen plants of the new hybrid grapes and raspberries originated by Mr. Charles Arnold, of Paris, Ontario, and to hear from Mr. Saunders very flattering and hopeful opinions in regard to them.

The Department finds itself cramped in every direction by want of means to render itself widely and thoroughly useful. In the United States, as here, the farming interest is not sufficiently represented in the halls of legislation to secure that attention to the great foundation source of a nation's strength and wealth, which its intrinsic importance demands and deserves. There is reason to hope, however, that this evil, is, all the world over, in process of cure.

SUGGESTIONS FOR ESTABLISHING AN AGRICULTURAL COLLEGE FOR ONTARIO

In fulfilling that part of my commission which enjoins it upon me to "submit an economical and practical scheme for the establishment of an agricultural college in this Province," I feel no small degree of hesitation and diffidence, in view of the magnitude of such an undertaking, and the difficulties which beset it. Beside personally visiting and inspecting several of these institutions, I have, since I had the honour to receive a commission from you to report on this subject, made it my business to read up in regard to it, and attentively consider the various discussions, plans and experiments which may be said to form the literature and history of agricultural education. I find remarkable unanimity of opinion among leading agriculturists of the world, as to the importance of special training for the business of farming, and the duty of the State to provide the means of such training for its young men. I find also a very decided preponderance of opinion that such training to be thoroughly efficient, must be provided by the establishment of agricultural colleges distinct from colleges and universities of a general literary and scientific character. I do not know of an instance in which a chair of agriculture connected with a general institution of learning has been successful in drawing around it any large body of students, or exerting any appreciable influence upon the agricultural interests of a community or country. As with the professorship of agriculture in our own Provincial University, though filled by one of the ablest agriculturists of the age, the one word *failure* gives the history of all such arrangements. Agriculture is overshadowed by other studies; farming elbowed out by other professions; agricultural students feel themselves of an inferior grade to those who are studying for the legal, medical, or clerical professions; and operated on by a variety of unfavourable influences, the agricultural class in a general college or university, is invariably a dwindling and unsuccessful affair. It would seem as a matter of theory, that a school of agriculture affiliated with our noble Provincial University and profiting by its existing facilities for pursuing such studies as, though pertaining to a general literary course, are also cognate and necessary to an agricultural course ought to prosper and be widely useful, but stubborn facts refuse to sustain the theory, and prove beyond successful dispute that to teach agriculture effectively, there must be a separate college for the purpose, with a model or an experimental farm attached, where the students can be taught practice as well as principles, and where without sacrifice of respectability or loss of caste, they can doff the gown and trencher, put on the smock-frock and handle the dung-fork or the hoe, in the actual manipulations of farm work. This is just as needful in a process of agricultural training, as it is that medical students should have hospital practice, or that students of law and divinity should have exercise in elocution and public speaking. I would, therefore, very strongly urge, that if anything be attempted in the way of an agricultural college for Ontario, as I fervently trust there will, no design be entertained to connect it in any way with the University of Toronto or any other existing institution of learning, or indeed to locate it in Toronto or any other leading city of the Province, but that choice be made of some country town of sufficient size to furnish society, market, and business facilities; that the place chosen be the centre of some such wealthy agricultural region as there is no lack of in our magnificent Province; and that there, where it can exert an influence peculiarly its own, the surrounding public sentiment would respect the dignity of labour; and strong in the affections of an advanced agricultural population, pursue that beneficent and useful career, which I feel sure, were it established wisely and well, under such circumstances, would be predestinated for it. An "economical" scheme cannot, I fear, be outlined for such an institution, if by "economical" I am to understand that its cost is to be small. It would no doubt, be practicable to start a so-called agricultural school at very trifling outlay, but no great success could be augured for a cheap and easy affair. What is really valuable usually costs considerable, either in money or labour, or both. To do anything in the line of an agricultural college worthy our noble Province, would require a grant of at least fifty thousand dollars for the purchase of a farm and the erection of buildings, and an appropriation of ten thousand dollars per annum. That this outlay wisely expended would be one of the best investments Ontario could make, I do not for a moment doubt; neither do I doubt, that averse as farmers in general are to increased taxation, there would be any difficulty in obtaining a very decided vote for such an outlay from them, were the nature and advantages of the undertaking thoroughly set before them.

In regard to a "practical" scheme, I would say, that, without servile copying, an approximation to the Michigan Agricultural College, would, I believe, best meet the wants of this Province, and I would urge in the strongest manner, that the wise example of the Legislature of that State, in making manual labour an organic law of the college, be imitated by our own Legislature, in any measure that may be passed for the establishment of such an institution for the benefit of our own country.

Perhaps it may be well for me to mention another scheme, which though in my opinion of inferior merit to the one just sketched, is nevertheless "economical" and "practical," and may possibly secure more public favour than that already stated. It is the selection of a locality for an agricultural college at some point of ready access by water or projected railway communication in the free grant region of unsettled public lands: to appropriate to the purposes of such college, a grant of say, twenty thousand acres of land; appoint a board of trustees for the college who shall cause a town site to be surveyed, and from the sale of town and adjacent farm lots and such other aid as may be supplied by Legislative grant, erect buildings, clear and stock the model or experimental farm, and so set going an institution of the kind contemplated. *Dilettante* agriculturists will doubtless ridicule such a plan, but home-bred farmers who have been through the rough and tumble of bush life will not fail to see many advantages about it. Not a few experienced old settlers who have sons they would like to educate for the farm, would help to colonize a college town; the prospective advantages of such a location would put value on the wild land and make it command a good price from the outset; a community like-minded and with common sympathies as to agricultural education, would cluster about the spot; it would soon have an influential public sentiment of its own and be a mighty educator while it would give a great impetus to the settlement of the free grant region of country, and so repay to the Province far more than its cost.

I cannot do justice to my own convictions in regard to agricultural education without stating that it is not simply a college our Province wants, but more prominence given to agriculture in our educational arrangements generally, especially in connection with our Common School system. I have a profound impression that to do this thing thoroughly, we must have agricultural text books and training in all our institutions of learning from the very humblest upwards. Important agricultural principles can be taught by object lessons and otherwise, to children that are yet unable to read, and if we are ever to have an agricultural population thoroughly taught and trained for farm life, we must begin with our young people at the earliest and most plastic period of their history. I am glad to learn that our able Superintendent of Education has a text-book of first lessons in agriculture in preparation for use in our Common Schools, and though I have had no consultation or communication with that respected official in relation to the matter I take pleasure in expressing the very highest appreciation of such an endeavour to get the elementary principles of agriculture inculcated upon our youth. It is manifest, however, that if agriculture is to be taught well in our schools generally, the teachers must be qualified to do it, and I would, therefore, urge the establishment of an agricultural lectureship and classes in the Normal School, and the devotion of a considerable share of time and attention to this important subject.

With even more of hesitation and diffidence than I feel in propounding an agricultural college scheme, do I approach the final duty assigned me in the commission entrusted to me, viz.: - to "furnish this Department with suggestions whereby its serviceableness to the agriculture of this Province may be enhanced." I entertain the conviction that some sweeping changes are needed in the management of our agricultural affairs, but they could hardly be accomplished without considerably widening the powers of the commissioner, and perhaps it would be premature, if not presumptuous on my part, to outline in full such a Government scheme as in my view would be required thoroughly to meet the necessities of the case. I do not, however, hesitate to express the opinion that the functions of the Department ought without delay to be so far enlarged as to take in the active prosecution of those methods of promoting agriculture described in an earlier part of this report as characteristic of the United States Department of Agriculture at Washington which certainly does none too much for the farming interests of the adjacent republic. I would lay especial stress upon the recommendation that something be done to render Entomology of practical service in this Province, after the example set us in this respect by our American neighbours.

It is almost needless to repeat here what has been already so explicitly urged in the foregoing report, with regard to the desirableness and importance of establishing a Provincial Agricultural College, and making it part of a graded system of public instruction in the various branches of knowledge essential to scientific farm management. I sincerely hope that some well-considered scheme of this sort may speedily commend itself to the Government and Legislature of Ontario.

Finally, among other methods of rendering service to the agricultural interest, I think your Department would do well to employ an able lecturer to visit all parts of the country, address meetings of farmers, promote the organization of Farmers' Clubs, rouse attention to the necessity of improved methods of agriculture and urge the importance of a higher standard of mental culture, and a general uplifting of that noblest and yet most despised of human pursuits, LIFE ON A FARM. I do not at this time enter into argument in support of the suggestions I venture to throw out; to do so would unreasonably protract this report; but I hold myself in readiness to supplement this report by way of appendix, evidence, quotation of authorities, and array of facts, as may hereafter be found needful or expedient. I regret that this commission did not fall into abler hands, but "if I have done slenderly or meanly it is that which I could attain unto;" if I have appeared on any point presumptuous or dogmatic I beg that it may be attributed to warmth of interest in a favourite pursuit; and respectfully submitting all to your official consideration and judgment.

I am,
Your most obedient servant,
WM. F. CLARKE.

Guelph, June 8th, 1870.

AGRICULTURAL COLLEGE.—Lands purchased by Ontario Government, 1871.

From whom Land Purchased.	To whom Land Conveyed.	Date of Deed.	No. of Acres.	Amount of Purchase-Money.	DESCRIPTION OF LANDS.
		1871.		$ cts.	
Thos. Botham and Wife	Her Majesty	November 6	200	18,000 00	Lot 8 in the 1st or Western Meridional Concession, and Lot 8 in the 2nd or Western Meridional Concession, of the Township of Etobicoke.
Patrick Joseph Woods and others	do	November 10	100	8,400 00	Lot No. 7 in the 2nd or Eastern Meridional Concession, in the Township of Etobicoke, otherwise known as Lot No. 7 in the 2nd Concession in the old survey adjoining Lot D, excepting out of said Lot No. 7, a small portion thereof sold and conveyed by Wm. Hipwell to the Hamilton and Toronto Railway Company.
Laurence Coffee and Wife John H. Sproule and others	do do	17th Oct. 1871 Deed of Grant and Surrender, dated 17th Oct. 1871.	100	6,500 00	Lot No. 7 in the Western, otherwise the 1st Meridional Concession of the Township of Etobicoke, south-west half of Lot 7 in the 1st Concession of the Township of Etobicoke, but which should be "Lot 7 in the 1st or Western Meridional Concession."
George Allan Arthurs and others.	do	2nd Nov. 1871.	$191\frac{87}{100}$	12,471 55	Lot 6 in the 1st and 2nd Meridional Concessions of the Township of Etobicoke, containing $191\frac{87}{100}$ acres; also Lot No. 6 in the 1st Concession, otherwise known as the 1st Meridional Concession in the rear of Lots 4 and 5 on Lake Ontario.
			$591\frac{87}{100}$	45,371 55	
To paid for Law Expenses for surrender of possession, and for improvements on lands				357 00	Accountable Warrant $45,900 00 Less purchase-money paid 45,728 55
				45,728 55	Refund, Agricultural College $171 45

ARCHITECT'S DESCRIPTION OF THE COLLEGE BUILDING.

(*From Public Works Report for* 1871.)

AGRICULTURAL COLLEGE

Advertisements for the necessary lands were duly inserted in the newspapers, tenders for which were received, and 600 acres of land were purchased near the Mimico station of the Great Western Railway, about six miles from Toronto, at a cost of $45,900. As soon as the site was decided on, the plans were completed, and tenders were received on the 15th of November. The tender of Messrs H. J. & R. T. Sutton, for the sum of $47,900 was accepted, and the building was staked out on the 28th of November. Since that time the contractors have been delivering materials, but owing to the severity of the weather no work could be done on the ground.

The college building will be built of red brick, with white brick bases, string courses, and arches over doors and windows, cut stone window sills, slated Mansard roof, and bracketted eaves.

The front building will be 93 feet in length by 50 feet in width, and three stories in height, besides the basement, containing the president's apartments, professors' rooms, library, lecture rooms, museum, chemical laboratory in the basement, and drawing rooms in the upper story. This building will be connected with the rear building or dormitory portion, by means of covered passages, fifty feet in length by ten feet in width, on the basement and ground floors.

The dormitory, 120 feet by 53 feet, and three stories in height, will contain accommodation for 100 students besides professors' apartments, with large dining room, kitchen, scullery, wash-room, &c., in the basement. The steward's apartments and attendants' rooms will be in the rear portion of the dormitory, with separate stairs.

The buildings are specified to be completed on the first of January, 1873.

In addition to the re-vote of the unexpended balance of $52,650, the sum of $44,774 will be required for drainage, water-supply, heating apparatus, farm buildings, fences, roads, plans and superintendence, furniture, planting, &c., estimates of which have been made, to be included in the appropriations for 1872.

LETTER OF REV. W. F. CLARKE, RELATING TO THE FARM AND COLLEGE.

GUELPH, Jan 12th, 1872.

To the Honourble. PETER GOW,
Provincial Secretary.

DEAR SIR,—I avail myself of your kind permission to reduce to writing and put into the form of a letter, the substance of some representations lately made by me to you, in reference to the projected Ontario Agricultural College. I do this the more gladly, because I fervently hope that now at length, this most important public enterprise will be pushed forward into actual operation. Too long have we been behind the States of the adjacent Republic in provision for educating our young farmers for an avocation, the intelligent and successful prosecution of which necessarily underlies our prosperity and wealth. It is high time that we should be able to point to a well-managed and flourishing College of Agriculture, as proof that our rulers have a wise care and regard for the fundamental interest of our country.

Foremost among the points to which I earnestly desire to direct your attention and that of your colleagues in the Government, are the important questions of location and site. In regard to the former, I can only reiterate the views I expressed in my report addressed to the late Commissioner of Agriculture, under date of June 8th, 1870, and published as an appendix to the Commissioner's Report for that year.

In fulfilling that part of my commission which enjoins it upon me to "submit an economical and practical scheme for the establishment of an Agricultural College in this Province," I feel no small degree of hesitation and diffidence, in view of the magnitude of such an undertaking, and the difficulties which beset it. Besides personally visiting and inspecting several of these institutions, I have, since I had the honour to receive a commission from you to report on this subject, made it my business to read up in regard to it and attentively consider the various discussions, plans and experiments which may be said to form the history and literature of agricultural education. I find remarkable unanimity of opinion among leading agriculturists of the world, as to the importance of special training for the business of farming, and the duty of the State to provide such training for its young men. I find also a very decided preponderance of opinion, that such training to be thoroughly efficient must be provided by the establishment of agricultural colleges, distinct from colleges and universities of a general literary and scientific character. I do not know of an instance in which a chair of agriculture connected with a general institution of learning has been successful in drawing around it any large body of students, or exerting any appreciable influence upon the agricultural interests of a community or country. As with the Professorship of Agriculture in our own Provincial University, though filled by one of the ablest agriculturists of the age, the one word *failure* gives the history of all such arrangements. Agriculture is overshadowed by other studies; farming elbowed out by other professions; agricultural students feel themselves of an inferior grade to those who are studying for the legal, medical, or clerical professions, and operated on by a variety of unfavourable influences, the agricultural class in a general college or university is invariably a dwindling and unsuccessful affair. It would seem as a matter of theory, that a School of Agriculture affiliated with our noble Provincial University, and profiting by its existing facilities for pursuing such studies as, though pertaining to a general literary course, are also cognate and necessary to an agricultural course, ought to prosper and be widely useful; but stubborn facts refuse to sustain the theory, and prove beyond successful dispute that to teach agriculture effectively, there must be a separate college for the purpose, with a model or experimental farm attached, where the students can be taught practice as well as principles, and where, without sacrifice of respectability or loss of caste, they can doff the gown and trencher, put on the smock-frock, and handle the dung-fork or the hoe in the actual manipulations of farm work. This is just as needful in a process of agricultural training, as it is that medical students should have hospital practice, or that students of law and divinity should have exercise in elocution and public speaking. I would, therefore, very strongly urge, that if anything be attempted in the way of an Agricultural College for Ontario, as I fervently trust there will, no design be entertained to connect it in any way with the University of Toronto, or any other existing institution of learning, or *indeed to locate it in Toronto, or any other leading city of the Province*, but, "that "choice be made of some country town of sufficient size to furnish society, market and business facilities; that the place chosen be the centre of some such wealthy agricultural region "as there is no lack of in our magnificent Province; and that there, where it can exert an "influence peculiarly its own, mould the surrounding public sentiment to respect for the "dignity of labour, and be strong in the affections of an advanced agricultural population, it "pursue that beneficent and useful career which, I feel sure, were it established wisely and "well, under such circumstances would be predestinated for it."

Entertaining the views above stated, it was with much disappointment and regret that I learnt the decision of the late Government to locate the projected College "within ten miles of Toronto," the more so as I could not but regard the reasons urged in support of that decision as peculiarly nonconclusive. It would protract this communication too much to state and discuss those reasons, though I am prepared at any time to controvert them, if called on to do so.

I come next to the question of *site*. In conversation with the late Minister of Agriculture and others on this point, I strongly urged these four requisites to a suitable choice. Firstly: a plot of land comprising all varieties of soil, so that useful experiments might be conducted for the general good. Secondly: a high and if possible undulating stretch of ground, affording opportunity for laying out the estate tastefully, and giving a commanding position for the College buildings. Thirdly: an unfailing supply of running water. Last, but not least: a healthful neighbourhood.

I regret to say, that in the site actually chosen at the Mimico Station of the Great Western Railway, the above mentioned prerequisites are almost wholly wanting. The soil of the farm purchased is for the most part a stiff, hungry, barren clay; the land is monotonously level, with no good place for the College buildings on it; there is no running water, and the very wells in that region go dry in the summer time, so that a constant supply of water for the farm can only be had by the erection of water-works at the lake, a mile distant; and, finally, the extensive Humber marshes in the immediate vicinity render it, to say the least, extremely doubtful if the place be healthy.

In view of all this, it seems to be desirable that these questions of locality and site for the Agricultural College should be re considered. I know the awkwardness and delicacy of such a course. I can see how it would give opportunity for fault finding and adverse criticism; but I am thoroughly convinced that the utility of the College is greatly jeopardized by the mistaken policy which has been pursued, and in the interests of the country at large, irrespective of all sectionalism, I beg, nay I entreat and implore you and your colleagues, to entertain the idea of re-consideration. No wrong or loss will be inflicted on any community should a change be made—Mimico is only a flag-station on the Great Western Railway—the spot selected is too far out of Toronto to be of any appreciable benefit to that city; all the prestige of the College, locally considered, will be thrown away if located there; while it can never attract much sympathy and interest from the adjacent farming population in such a place. Locate it in some county town, already the market and business centre of a great agricultural district, and it will both attract and radiate most beneficial influences, and while giving and receiving local advantages, will be of more value to the country at large than if placed where it is now proposed to put it. If it be objected that the site purchased cannot be re sold without loss, I would ask, is it not better to make some little pecuniary sacrifice to retrieve a mistake, than to entail permanent disadvantages and drawbacks on an institution that will have enough of inherent and inseparable difficulties to contend with, even though established under the most favourable circumstances externally. I believe the contract for the College buildings has been let, but as no material has been deposited, or work done on the ground, the probability is that the contractor or conrtactors would find it to his or their advantage to carry out the agreement elsewhere, since labour, building requisites and board are cheaper in all our County Towns than in our Metropolitan City. In view of the considerations I have alleged, I feel quite sure the sound common sense and patriotism of the Parliament and the country will sustain the Government in taking the course for which I am pleading. Pardon me if I urge the matter too tenaciously—I feel very strongly in regard to it. You, sir, know with what earnest interest I have been labouring for years to obtain an Agricultural College for our noble Province, and to see its usefulness and success jeopardized by an unwise choice of locality and site may well excite anxious effort to avert the evils which I am certain must result from carrying out the action taken by the late Government.

Before I conclude, I beg leave to make a few general suggestions. It seems to me very desirable that in the estimates ere long to be submitted to Parliament, an item for maintenance of the Agricultural College should be comprehended. No large sum will be required, but enough ought to be provided to admit of the appointment of President and Farm Managerbeing soon made, and to supply the requisite means for the preliminary expenses those officers must incur. The President should be able to relieve the Minister of Agriculture of the multitudinous details that will require attention before the Institution can be set going, while it is only fair he should have a part in the arrangements over which he has to preside, and for whose efficiency he will be responsible. He will require time to prepare his own course of lectures, for, I take it the chief officer should also act in the capacity of Professor in some department. To secure the greatest efficiency of the Institution, its presiding officer should visit similar colleges to inspect abparatus, that he may make choice of the best; to investigate courses of study and modes of teaching, that the most approved may be adopted; to enquire into conditions of success and causes of failure; and in general to qualify himself as thoroughly as possible for his post of duty. In addition to all this, which will consume some time, the President would require to take steps to awaken interest in the College, among those from whose families the students are to come. It is only a few of our more intelligent and enterprising farmers who appreciate the need and value of such an Institution, or will be disposed to send their sons to it. It is desirable that all parts of the Province should be made to feel that the College is *theirs*, and that representative young men should be got from every section, who on completing their studies will go forth as missionaries of scientific agriculture to their several neighbourhoods. I can think of no better plan whereby this needful preparatory work is to be done than by the holding of County Agricultural Conventions, like the County Educational Conventions held by the Superintendent of Education in the interest of our Common School system. Each county, either by statute enjoining it, or by representations memorializing it, should establish one or more scholarships in the projected College, to be competed for by the young men of the County, who being Senior Pupils in the Common Schools, and having studied the First Lessons in Agriculture now taught in them, would emulate each other in the endeavour to obtain such useful prizes. Thus a select class of students would be secured, a portion of the expense of maintenance provided by the municipalities and a wide-spread interest awakened and kept up in the subject of agricultural education. Besides attending and addressing such county meetings the President should make large use of the Press in expounding the objects of the College, and commending it to the support of the country. His early appointment alone can secure all this in time to make it morally certain that the Institution will open with a full supply of students, and under auspices of encouragement and vigour.

On the supposition that either the farm already purchased, or a better one, will be in hand before spring, it is needful that some preliminary plan of work be adopted, and a Manager or Superintendent put in charge. By whom he is to be appointed, or to what individual or body of officers he is to be amenable, are matters of detail, into which I forbear entering.

This communication has necessarily been written hurriedly and amid the pressure of many other duties. I trust, therefore, you will overlook its imperfections. Earnestly hoping it may have some little influence in shaping the history and promoting the success of the College.

I am, dear Sir,
Yours very truly,
Wm. F. Clarke.

REV. W. F. CLARKE'S REPORT ON FARMS AT GUELPH.

Toronto, February 13, 1872.

To the Hon. A. McKellar, &c., &c.

Dear Sir,—I beg to report that, in accordance with your desire, I have instituted very thorough inquiry as to property contiguous to the Town of Guelph, suitable for the site of an Agricultural College, and have succeeded in obtaining a binding offer, good for twenty days, of about 400 acres in one block, at $24,000, or $60, per acre.

This piece of land adjoins the North Ward of the town, indeed some 30 acres of it are within the corporation limits; it is close to two of our most important macadamised roads, and fulfils all the requisites for an experimental, or model farm: being composed of choice and varied soil, in an excellent state of cultivation. It is very beautiful for situation, having an undulating surface, and comprising a most commanding site for public buildings; it is well watered, being bounded on the west by the north branch of the river Speed; and is undeniably one of the healthiest spots in the world. There are two substantial farmsteads on the property: one consisting of a beautiful stone residence with ample barns; the other not so valuable, but still commodious enough for an ordinary farmer's family. The place is well fenced, a large portion of the outer fence being of cedar posts and boards. About 50 acres are partially wooded, say about half as thickly as in a state of nature. Possession of the estate can be had at once, except a portion which is rented as a race course, and the lease of which at $200 per annum, has about a year to run.

I am confident that every person competent to form an unbiassed judgment will pronounce the property everyway fit for the site of an Agricultural College, and I am also quite certain that among the many desirable properties adjacent to the Town of Guelph, the one of which I submit an offer, has no superior, if indeed it has an equal.

I may add that my enquiries have been made through a third party, that neither he nor those whom he has approached have had any knowledge of the purpose for which the land was wanted, and that, as compared with the figures at which other properties contiguous to Guelph are held, the estate offered is remarkably cheap.

Trusting that this report will prove satisfactory.

I am, dear sir,
Yours very truly,
Wm. F. Clarke.

P. S.—I enclose the memorandum of offer to sell.

W. F. C.

GUELPH, February 12, 1872.

ROBERT THOMPSON, Esq.

DEAR SIR,—I agree to sell the farm on which I now reside, situate in the Township of Guelph, containing about four hundred acres of land at and for the price or sum of $24 000, or $60 per acre. The above includes 30 acres within the limits Town of Guelph, designated as part of the Ambrose purchase. I will give a good and sufficient deed of the same free from all encumbrance, to you or any client or clients for whom you may be acting on the above terms.

The above offer is open for twenty days from date.

Yours truly,
WILLIAM HOOD.

Witness:
A. M. JACKSON.

GUELPH, February 16, 1872.

OBERT THOMPSON, Esq.,
Guelph.

DEAR SIR,—I hereby agree to sell my farm in the Township of Guelph, for the sum and at the price of seven thousand five hundred dollars, and agree to convey the same to you or any client for whom you are acting on the following terms:—

1st. I will require a deposit of at least one thousand dollars at the time of sale. Title subject to the approval of your attorney.

2nd. I will require to retain possession for one year from the 1st of March A.D. 1872.

3rd. I will require the balance of the purchase money in full when possession is given, or sooner at the option of the purchaser, and agree to allow interest at the rate of six per cent. on all money paid previous to possession being given from the date of such payment or payments.

The property consists of 94 acres, more or less being composed of Lot one, in the 6th Concession of Division C. in said township.

The cleared land is all first quality, well fenced and in good condition. The woodland consists of about twenty acres well timbered with hardwood. The house is stone, two stories high, 30 x 36 feet, nine rooms and cellar full size underneath; cost of building in all about $2,000. The barn is frame, 36 by 60 feet, with good frame stable, 18 x 30 feet and shed. There is a good orchard of about 60 fruit-bearing trees of various kinds. There are two pump wells on the premises, but no running stream.

The offer I now make you will be held open for your acceptance for twenty days from this date.

Yours truly,
SAMUEL WILSON.

COUNCIL OF AGRICULTURE AND ARTS' ASSOCIATION DEPUTED TO INSPECT AND REPORT ON THE SUITABILITY OF THE MIMICO FARM.

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, February 21st, 1872.

DEAR SIR,—Wide differences of opinion prevailing as to the eligibility of the site purchased by the late Government for the Provincial Agricultural College and Experimental Farm, I have to request that the Council of the Agricultural and Arts' Association will make an examination of the same, and report to me as to—

1st. The nature and adaptability of the soil for the required experimental and illustrative purposes.

2nd. The sources of the water supply.

3rd. The advantage, or otherwise, of the site chosen.

I have the honour to be,
Dear Sir,
Yours very truly,
(Signed) A. McKellar,
Commissioner.

Hon. Jas. Skead,
President,
Agriculture and Arts' Association, Toronto.

Council's Report.

Toronto, 23rd February, 1872.

Dear Sir,—I have the honour to acknowledge the receipt of your letter of the 20th inst., requesting that the Council of the Agricultural and Arts' Association would make an examination of the lands purchased by the late Government for the site of an Agricultural College and for an Experimental Farm, and report to you as to their eligibility. In reply, I beg to state that the Council have examined the lands in question, and they have come to the following conclusion :

They are of opinion that the lands referred to are unfit for the purposes intended, for the reasons subjoined :

1st. The locality is not such as to render it desirable for an Agricultural College. It is just far enough from the City of Toronto to be very inconvenient for access by ordinary conveyance, and for obtaining those supplies which are needed almost daily. The lands are not pleasantly situated, and the whole neighbourhood is repulsive and seems to be malarious. The former occupants of the lands do not seem to have been prosperous, and their neighbours are in the same condition. The fair inference from this is, that labour and money have been bestowed on a soil which did not yield an adequate return.

2nd. The soil is bad. A portion of it is stiff clay, with a subsoil of hard, blue clay, too retentive to allow the superabundant moisture to exude and to permit the percolation of water even in the case of drainage, unless drains should be so numerous as to be but a few feet apart, thus incurring a very large outlay. So far as the Council could judge, the proportion of clay soil as above described may perhaps include from eighty to one hundred acres. A large portion of the soil on the rest of the farm, embracing say four hundred acres, is wet and sandy, having a subsoil of hard, blue clay. Some of the soil on the north side of the farm is so light, that when not under grass it would be blown with the wind. Holes had been dug in several places which gave sufficient indications as to the quality of the soil and subsoil. The formation is that of sandstone, the worst possible one for the production of grain, grass, roots or fruit, and most unfavourable for the development of stock. There is no limestone on the farm, a want which cannot be sufficiently supplied, except by the application of lime in large quantities, which would be very expensive. The buildings and fences are nearly valueless, and Canada thistles seem to be everywhere abundant on the farm.

3rd. There is no living water on the farm, so that the necessary supply could only be had at great and continuous cost. The existing wells, some of them over thirty feet deep, are at present dry.

4th. There seems to be little church accommodation for students who would attend the College. This in the opinion of the Council, is a vital defect. Parents would hesitate to send their sons to an institution where, to a great extent, they would be removed from the influence and restraint of religion, at a period of life when the character is being formed Besides, the College buildings must needs be large enough to accommodate all the students with board and lodging, as there is no such accommodation in the neighbourhood.

The Council are of opinion that the scheme, as at present projected, would end in failure, even in the event of a large expenditure of money. They are, however, of opinion that there would be no difficulty in obtaining a proper place for the College and Experimental Farm, and one which would be creditable to the Province of Ontario.

I have the honour to be,
Dear Sir,
Yours very truly,
STEPHEN WHITE,
President.

The Honourable Archibald McKellar,
Commissioner of Agriculture, Toronto.

I hereby certify that the above letter was submitted to this Council on the 23rd February, 1872, and adopted without division, the following members being present.—Mr. White, President; Hon. J. Skead, Hon. D. Christie, George Graham, Professor Buckland, Nathan Choate, Andrew Wilson, James Young, M P., A. McNab, Robert Gibbons, M.P.P., Rev. C. J S. Bethune, Irvine Diamond, L. E. Shipley, George Murton.

HUGH C. THOMSON,
Secretary,
Agricultural and Arts' Association.

LETTER FROM MESSRS NOBLE, STOCK, & BURGESS, RESPECTING THE MIMICO FARM.

MIMICO, 28th February, 1872.

To the Honourable the Commissioner of Public Works and Agriculture.

SIR,—We wish to lay before you a few facts hastily collected in relation to the condemnation pronounced by certain gentlemen upon the site selected for the Model Farm and Agricultural College at Mimico. We refer to the Report of the Committee appointed by the Agricultural Association and the observations made by the members of the Board in respect of the quality of the soil, the supply of water, and the eligibility of the situation:—

1. It is alleged that the site is unfortunate because of its inconvenience. It is not shown or stated in what respects it is inconvenient. It is submitted that the very reverse is the fact. It is within easy distance of the Capital of the Province. It is accessible by railway from all parts of the Province. Trains stop at Mimico Station, within a few rods of the site selected for the College edifice nine times daily. Its distance from Toronto is but seven miles—one hour's drive.

2. The next objection taken is that the situation is not pleasant. It is difficult to see how any set of gentlemen dare publish such a statement to the country. A finer and more attractive place cannot be found in Canada. The lands are gently undulating, and the observer can take in at one glance Burlington Bay and Burlington Heights lying far away to the west and following the magnificent course of Lake Ontario, the coast line extending far beyond the City of Toronto – presenting to the beholder a scene of calm and tranquil landscape, variegated with water, woodland and heights, not surpassed, if equalled, by any site that could be selected in the Dominion of Canada. The access to the lake is within one quarter of a mile —affording excellent bathing, fishing, and boating, and a railway station within a stone's throw, affording facilities for reaching with despatch every considerable city and town in every part of the Dominion of Canada.

3. Instead of the place and the whole neighbourhood being repulsive, the very contrary is the fact. The universal opinion is that a more inviting place—a more desirable locality both for quiet enjoyment and for all the purposes of an educational establishment and extended agricultural operations cannot be found.

4. It is alleged that money and labour expended on the lands in question have met with no return. This we assert from our own knowledge to be an entire mistake. These lands as

a whole have been but poorly farmed. No money at all has, in fact, been expended on these lands—taken in the popular acceptation of the phrase. The only expenditure on these lands has been the ordinary labour of tenant farmers in this country (a system of farming which aims, with the least possible labour, to get from the soil the largest quantity of grain and produce,) and yet the tenants after paying rent have all done well and have, all of them, acquired considerable properties and are, as it is said, well off.

5 We will, in illustration of our remarks mention Mr Edward Stock, for many years a tenant of the southern two hundred acres of the 600 acres. When he went on the lands he was worth nothing. He, in fact, was obliged to borrow money to get a team and implements to begin his farming operations. From the excellent quality of the crops produced, not from excellent cultivation, but from the inherent strength and natural fertility of the soil, he was enabled in a few years to save enough to purchase, and he now owns 180 acres of land, at $90 per acre, lying adjacent to and alongside of the lands in question. Mr Stock is one of the signers to this letter and is ready to prove under oath the facts above stated, and can corroborate his own statements by numerous other persons.

6. Mr. Hipwell (now deceased) some years ago purchased the 100 acres where Mr. Wood now resides, being the 100 acres upon which the college edifice is proposed to be erected, and paid for it exclusively from the profits derived from the productions of the farm, and laid aside and invested before he died, some four years ago, a large sum of money. This is called the "Hipwell Farm." Mr. Wood purchased this 100 acres about four years ago, and paid, in cash, down for it $6,000. Within the last four years, Mr. Wood has raised on this 100 acres 40 bushels per acre, and from 60 to 70 bushels per acre for oats. A larger yield of root crop of all kinds has not been produced on any land in the County of York. The hay crop ordinarily produced on these and the adjoining lands has, on the average, been from 2½ to 3 tons per acre, and wheat on an average from 25 to 40 bushels per acre, and oats from 50 to 60 bushels per acre. All kinds of fruit are produced in abundance. No better for apple orchards can be found. Adjoining the lands in question, on lands precisely similar to what are called poor and sandy lands on the Agricultural farm, John Polson last season raised from two acres, carrots which he sold for $183, and turnips equally large and abundant—and this, too, without any extra manuring or cultivation.

7. Isaac Thompson rented for seventeen years the 200 acres known as the "Botham Farm," and during that time, for the excellency of his crops, resulting from the fertility of the soil, realized a large property, and, as a farmer, became perfectly independent. He had not unfrequently, in one year raised enough from ten acres of land to pay his rent of $500. Mr. Botham says it is no middling, but what may be called first-class land for all kinds of fruit, cereals and roots. He paid about a year ago $9,000 for the 200 acres. Prior to his purchase he occupied it as a tenant for four years paying $480 rental, and therefore before he purchased well knew the quality and properties of the land for agricultural purposes. He has at times grown 40 bushels of wheat to the acre, and at times 80 bushels per acre of oats. The report of the Agricultural Committee states that the soil is bad without mitigation. This is an entire error, as the facts already enumerated demonstrate. We assert that the soil taken away by the Committee is not a fair or any sample of the soil. It was, we assert, fearlessly, procured by the foreman of the contractor, at the instance of the contractor, with the view of misleading the committee in order, as we have good reason for believing, to get rid of his contract and then to claim heavy damages. We repeat, the information given to the committee was distorted and given with the object we have mentioned.

8. The fences are not bad but good, all of hardwood but somewhat disarranged as most fences will be in the winter season, produced by wind and other causes. So well is the soil adapted to fruit trees that the trees never grow into "spray" or "useless wood," which makes them have somewhat the appearance of "stunted growth." There is, in fact, but five acres of sandy soil on the whole place, and that is at the north-west angle, where the fence cuts through what is an ancient ridge which once formed the lake shore. From this ridge down to strong loam there is every variety of rich soil that can be found in the Province. The greater part of the whole soil is strongly impregnated with lime—limestone abounding upon it in greater or less quantities.

9. There is a super-abundance of water. Even in the driest season the wells, which are only 12 to 16 feet deep, seldom or never fail. Living running water can be had in abundance by opening up springs and by running a drain from the north-west corner of the lot

down to, and south of, the farm buildings of Mr. Wood, at which point there are living springs sufficient to supply any amount of water.

10. It is true there are some Canada thistles on the land. This, it is submitted, is a drawback to a large quantity of farm land in the Province. But the discovery of a way by which they may be entirely got rid of would well repay the country for the expense of the whole establishment.

11. If you will appoint a committee of some one educated in agricultural science and of practical experience, we pledge ourselves to disprove every allegation of the committee to which we have referred, and to establish every statement we have made by witnesses who have known and some who have actually cultivated these or adjoining lands for the last thirty years. We mention the names of Thomas Giles, John Giles, Wm. Langford, Thos. Botham, John Polson, Peter Van Every, William Van Every, Johnson Marshall, Richard Northcote, Thos. McGuire, John McGuire, William Martin, Edw. Sandford, Wm. Sandford, Benjamin Gooldthorp, W. R. Scott, John Reynolds, George White, John Clarke, Wm. Noble, John Noble, Abel Death, James Thomson, and many others in and about the neighborhood, who will all prove the truth of our statements.

We are, Sir,
Your obedient servants,
H. NOBLE.
E. STOCK.
W. BURGESS.

COUNCIL AUTHORIZED TO INSPECT FARMS AT GUELPH.

BUREAU OF AGRICULTURE,
TORONTO, February 23rd, 1872.

DEAR SIR,—Referring to my letter to the President of the Association of the 21st inst., I have now further to request that the Council will make an examination of the lands coloured on the accompanying plan, and marked A, B, C, D, E and F, and situated near the Town of Guelph; and also the adjoining lot marked "W. McCreen, 64 acres;" or of any other land or lands the Council may be disposed to examine and to report upon, as to the *nature and variety of soils, water supply,* and *advantages as to site,* for the purposes of the proposed Agricultural College and Experimental Farm.

I have the honour to be,
Dear Sir,
Yours very truly,
ARCHIBALD MCKELLAR,
Commissioner.

Stephen White, Esq.,
President,
Agricultural and Arts' Association.

COUNCIL'S REPORT.

AGRICULTURAL AND ARTS' ASSOCIATION,
TORONTO, February 26th, 1872.

HON. A. MCKELLAR,
Commissioner of Agriculture, &c.

SIR,—I have the honour to forward herewith a report of the Council in reference to the sites examined for an Agricultural College and Experimental Farm, which has been adopted unanimously by the Council.

I have the honour to be, Sir,
Your obedient servant,
HUGH C. THOMPSON,
Secretary.

TORONTO, February 26th, 1872.

DEAR SIR,—In accordance with the request contained in your letter of the 23rd inst., the Council visited Guelph with the view of inspecting lands for the site of an Agricultural College and for an Experimental Farm.

The Council first went to see a block of land the property of William Hood, and marked I, A, B, C and D, on the plan accompanying your letter, and an adjoining field of 30 acres, also the property of Mr. Hood. The land in question is about two miles from the Market House in Guelph, and is situated on the east side of the River Speed, which, for about half its width, forms the western boundary of the farm. It is easy of access, being a short way from the macadamized road leading from Guelph to Elora. The farm is very pleasantly situated, and its surface is undulating. The formation is limestone, and the soil on about 200 acres is a fine rich loam, resting on a good subsoil of clay and limestone gravel. About 60 acres on the western end of the farm near the River Speed are sandy loam, gravel being near the surface. About 130 acres on the north side of the farm are somewhat broken and rough. The soil is good, but not so good as on the rest of the farm. This block of land is well watered on the west side, having, as has been already observed, a river frontage of half its width on the River Speed, a first-class stream. A reservation has also been made of access to a mill-race, belonging to a mill property which cuts off the river frontage from the other half of the western side of the farm. There is also a stream of living water about the centre of the farm, which runs from north to south. There are also two good wells. The inside fences are in fair order, and the outside fences are good, being chiefly post and board. There are two good barns on the place, having stone stables underneath. There are also two dwelling houses, one of stone, not large, but well built. On the north side of this block there are 110 acres belonging to W. and J. Wilson and Wm. McCuen, and marked on the plan F and E. These lands are somewhat broken, rough, and not desirable. On the east side of Mr. Hood's property there are 94 acres belonging to Samuel McCuen, similar in appearance and quality to Mr. Hood's farm. The Council were informed that the price of Mr. Hood's land is $60 per acre, and that his offer is open until Saturday the 2nd of March. The 94 acres belonging to Mr. Samuel McCuen are held at $80 per acre.

The Council next visited the farm of F. W. Stone, Esq., which is situated on the south side of Guelph, and is intersected by the road leading from Guelph to Hamilton. The northern boundary of the farm (which contains 550 acres) is about one mile from the town. The formation is limestone, and the soil is good, being in the opinion of the Council richer than that on the Hood farm, but similar in character. The subsoil is also the same. The surface is undulating, the proportion of upland being about 350 acres, and the valley land comprising about 200 acres of rich land, resting on a subsoil of clay. The tract is well watered, having three streams running across it, and which are nearly equidistant from each other. One of these streams was partially dry during last season, for the first time known. There are also eight wells on the farm which are never dry; one of them is capable of supplying Mr. Stone's large stock with water.

The farm buildings are very extensive and are of the best description. They are noticed in detail on the schedules attached, numbered 1, 2, 3 and 4. In the opinion of the Council the buildings in question, with a little alteration, would be sufficient for the purposes of a College and Experimental Farm for some time to come. They are finely situated, having a commanding view of the Town of Guelph and the surrounding country for miles. A young orchard comprising some 4 or 5 acres set with choice fruit trees chiefly imported from England, is near the dwelling house, in front of which is a thriving quick-set hedge. There are some 70 acres of fine timber on the farm. The land is in a fine state of cultivation, and the fences are excellent and in good repair. The Council consider this farm an eligible place for the Agricultural College and Experimental Farm. Appended to this is Mr. Stone's offer to sell the farm for $70,000, which is open until the 25th March. The price per acre is about $127, including the buildings, which are worth at least $30,000 The Council are much pleased with the agricultural capabilities of the country in the neighbourhood of Guelph, which is a very fine and prosperous town, having a population of nearly 7,000.

I have the honour to be, Dear Sir,

Yours very truly,

STEPHEN WHITE, *President.*

Hon. A. McKellar,
Commissioner of Agriculture, Toronto.

COUNCIL'S SUBSEQUENT REPORT ON MIMICO FARM.

TORONTO, June 20th, 1872.

SIR,—In compliance with your request that the members of the Council of the Agricultural and Arts' Association of Ontario should, at this season of the year, revisit the lands intended for the site of the Agricultural College and for the Model Farm, they have the honour to inform you that they have this day inspected the same.

They have again considered the report made by them on the 23rd day of February last, and after a careful review of the lands in question they beg to state that they see no reason to change or modify the opinions expressed in that report. They have seen the lands referred to in peculiarly favourable circumstances. The early part of the season gave an excellent seed-time, and the genial and copious showers which followed were such as to have enabled good soils to have presented the promise of abundant crops; such, they regret to say, is not the case on the lands at Mimico. They also beg to state that the allegation made in their former report as to the prevalence of Canada thistles is fully attested by their presence almost everywhere. The Council also found that wild mustard abounds in many places.

I have the honour to be, Sir,
Your obedient servant,
ANDREW WILSON,
Vice-President.

The Honourable A. McKellar,
Commissioner of Agriculture, Toronto.

PROF. MILES' INSTRUCTIONS FOR EXAMINING AND REPORTING ON THE MIMICO FARM.

BUREAU OF AGRICULTURE AND ARTS, ONTARIO,

TORONTO, April 23rd, 1872.

To Dr. MANLY MILES,
Professor of Agriculture
in Michigan Agricultural College.

DEAR SIR,—The Government of the Province of Ontario have in contemplation the establishment of an Agricultural College with an Experimental and Model Farm attached thereto, and in pursuance of this object a tract of land has been purchased, concerning the suitability of which much doubt and diversity of opinion have arisen.

In order to arrive at a satisfactory decision as to the adaptability of the land in question for the purpose intended, it has been resolved to commission some competent person to examine and report thereon.

You have been recommended as eminently qualified to undertake this task, from your thorough knowledge of scientific and practical agriculture; your varied and long-continued farm experiments; and your high standing, as both Professor of Agriculture and Farm Superintendent in connection with one of the most successful Agricultural Colleges in the United States.

Having signified your willingness to undertake this duty, you are hereby commissioned to proceed to Lots No. 6, 7 and 8, in the first and second Concessions, in the Township of Etobicoke, County of York, and Province of Ontario, there to institute such investigations as may enable you to report to this Department:

1st—On the general adaptation of the above mentioned Lots for the purposes of an Experimental and Model Farm; including the nature and quality of the soil, suitability of the site for a public building and proper surroundings; facilities for drainage; water supply; healthfulness of location; convenience and comfort of students; and such other points as make for or against the usefulness and success of such an institution.

2nd—A chemical analysis of the soils found on the Lots above named.

It is desirable that your investigations and report should be completed with as little delay as is compatible with due attention to the matters involved.

Your long experience in connection with the actual working of an Agricultural College may suggest to you some general hints and observations that will be valuable in connection with the founding of such an institution in this Province, all of which will be thankfully received by this Department.

I am, Dear Sir,
Yours, &c.,
ARCHIBALD MCKELLAR,
Commissioner of Agriculture and Public Works.

REPORT OF PROFESSOR MILES ON THE AGRICULTURAL COLLEGE FARM, ETOBICOKE COUNTY OF YORK, ONTARIO.

HON. A. MCKELLAR,
Commissioner of Agriculture and Public Works,
Province of Ontario.

Having been commissioned by you to examine "Lots number six, seven, and eight, in the first and second meridional concessions in the Township of Etobicoke, County of York, and Province of Ontario," with reference to their agricultural capabilities and "adaptability for the purposes of an experimental and model farm," I have the honour to submit the following report:—

The eastern part of the farm presents a diversified surface, with gentle undulations of a dark soil, that the superficial observer might at the first glance pronounce good agricultural land.

The west part of the tract has a greater variety of soil, some portions of which present the same general appearance but from the level areas of difficult drainage it would not make so favourable an impression.

The soil and sub-soil of the farm, geologically considered, belong to the drift formation, the materials of which seem to have been derived almost entirely from the underlying Hudson River shales that make an outcrop on the east side of the farm, in the ravine near the line between lots six and seven.

The Hudson River group makes a fine outcrop on the lake shore south of the farm, where it consists of laminated argillaceous shales, with layers of sandstone that in some places are calcareous, and in others highly ferruginous, the laminæ being of varying thickness.

A careful examination of the soil and sub-soil of the farm will readily dissipate any favourable impressions derived from the general appearance of the surface.

The fragments of ferruginous and calcareous sandstone, so abundantly distributed in both soil and subsoil, not only indicate the source from which the mass of material has been derived, but they also form a serious obstacle to the cultivation of the surface.

In many places on the farm these fragments of sandstone, varying in size from minute shaly particles to masses of several pounds in weight, constitute more than one-half of the bulk of both soil and sub-soil.

The south-east part of lot six, which is cut off from the farm by the railroad, was not examined, as it forms but an appendage of the farm of comparatively little importance.

SOIL.

The soil of the west part of lot six, north of the railway is a heavy clay loam, from five to six inches deep, that with proper drainage and cultivation, would probably make a good wheat soil.

The west part of lot six is a clay loam of fair quality from four to six inches in depth.

The physical condition of the soil is, however, bad from defective drainage. From the level surface, and the tenacity of the sub-soil, the thorough drainage of this part of the tract would involve a heavy expenditure of capital, and a considerable time would probably elapse before a full return could be reasonably expected from the investment.

Some of the best of the soil on this lot contains the fragments of sandstone above mentioned, in such quantity as to materially diminish its value.

On the whole, this lot (six) is by far the best part of the farm.

Lot seven presents a greater variety of soil, but it is uniformly of very inferior quality.

There are occasional small patches of soil, however, that are somewhat better in quality, but these, even, cannot be classed as of medium quality.

The south-west part of this lot is similar in character to the west part of lot six, already described.

The north west and central portions of the lot have a sandy soil varying in character, from a dark sandy loam to a coarse yellow sand.

The soil in the main is from two to six inches in depth, but, near the line of lot eight, patches of the sub-soil come to the surface in several places.

The soil of the east part of lots seven and eight is a dark loam of inferior quality, from four to six inches in depth, filled with fragments of sandstone and shale.

Passing westward across lot eight, the soil becomes sandy, and at the extreme west it is a light sand.

Near the south part of the middle of the lot, the soil is variegated, consisting of yellow and white sand, and in several places the sub-soil comes to the surface.

The soils of lots seven and eight may be described in general terms as cold and wet, of inferior quality, and unfit for cultivation until their mechanical texture has been improved by drainage.

With the exception of the west part of lot eight, and the south-west part of lot seven, there is sufficient fall for effective drainage, but from the character of the sub-soil any improvements in this direction would be necessarily expensive.

SUB-SOIL.

In determining the agricultural capabilities of a farm, the sub-soil is often of greater importance than the soil itself: for from it, to a great extent, the soil is to be formed and renewed, in anything like a thorough system of cultivation.

Where the soil, as in the present case, is shallow, and of inferior quality, the character of the sub-soil becomes a matter of vital importance.

The sub-soil of lot six, and a small part of the south-west part of lot seven, is a heavy clay, without objectionable peculiarities, so far as composition is concerned, but the numerous fragments of sandstone contained in it will, for a long time, interfere with cultivation.

Aside from the last-mentioned objection, these subsoils, if well drained, might be gradually made to add to the depth of the soil, under a good system of management, with a fair prospect of improving its quality.

The difficulties of securing this drainage have already been mentioned.

The sub soil of lots seven and eight, with the exception above noted, is a heavy, tenacious, laminated, bluish, and in some places greenish, clay that gives no indication of desirable qualities.

On the west part of these lots the clay is separated from the soil by a layer of yellow ochraceous sand, that is equally unpromising in character.

On lot seven, this layer of sand forms slight elevations of the surface from its varying thickness, while the clay of the sub-soil continues beneath it at about the same level.

Drainage will undoubtedly improve these sub-soils, but I should not expect them to be changed into anything like a good soil for farm crops.

They would require special treatment to make them productive, and even then they would not be suitable for the practice of a good system of mixed farming.

Dr. R. C. Kedzie, Professor of Chemistry in the Mich. State Agricultural College, has, at my request, made a thorough examination of the chemical properties of the samples of soil which I had selected from different parts of the farm.

From his report, which is herewith transmitted marked A, it will be seen that the views presented above, based exclusively on a physical examination of the soils, are emphatically corroborated by chemical investigation; moreover, it appears that chemistry reveals additional defects in the composition of the soil that, in themselves, are of the greatest importance.

The samples of soil and sub soil examined by Professor Kedzie were taken from the Mimico Farm in the following localities.

Sample. No.		
1.	Sub-soil	near north-east corner of lot six.
" 2.	Surface soil	" " "
" 3.	Surface soil	near middle of lot six.
" 4.	Sub-soil	" "
" 5.	Surface soil	west $\frac{1}{2}$ of lot six.
" 6.	Sub-soil	" "
" 7.	Surface soil	near middle of west $\frac{1}{2}$ of lot seven.
" 8.	Sub-soil	" " "
" 9.	Surface soil	south-west part of lot eight.
" 10.	Sub-soil	" " "
" 11.	Surface soil	near building site lot seven.
" 11 *a*	Sub-soil at depth of three feet.	" "
" 12.	Sub-soil	" "

The samples of surface soil were taken at a depth of from two to four inches from the surface, and the samples of sub-soil, with the exception of sample 11*a*, at the depth of from twelve to sixteen inches below the surface.

In selecting the samples of soil the fragments of contained sandstone and shale were rejected as far as it was possible to do so, yet I have no doubt that small fragments of these materials remaining in the soil have had an important influence on the results of the analysis.

This will perhaps account for the great variation in the amount of lime and iron in the different samples.

The lime it will be seen varies from a mere trace in the east part of lot seven, to the remarkable amount of $23\frac{7}{10}$ per cent. in the sub-soil of the east part of lot No. six.

The iron varies from $2\frac{1}{2}$ per cent. in the surface and sub-soil of the east part of lot six, and the surface soil from the middle of lot six, to $9\frac{1}{2}$ per cent. in the east part of lot seven.

The farm constitutes not only an important but an indispensable part of the educational apparatus of an Agricultural College.

It affords the student an opportunity to labour while acquiring his education, thus developing habits of industry and keeping him in sympathy with rural pursuits.

It furnishes the means of illustrating the teachings of the lecture room, and impressing upon the mind of the student the practical importance of the instruction he has received.

In the system of management adopted upon the farm the practice of the best farmers should be fully illustrated, for the purpose of familiarizing the student with the details of the the best methods.

The first step in agricultural improvement is the thorough mastery of the present state of the art in its most complete development, and the farm of an Agricultural College should furnish to the student the opportunity of advancing thus far at least on the road of progress.

All improvements on received methods should be put to the test of actual practice for the benefit and instruction of the student.

To make the labour attractive and to keep up in the mind of the student an interest in agricultural pursuits, the farm should be, at least, of as good quality as the average of farms with which he is acquainted, and it should give a reasonable return for the labour and capital expended.

The practice should in fact demonstrate that farming is not only an agreeable, but also a profitable occupation.

A soil of at least average fertility and productiveness would be required to illustrate in a satisfactory manner the best systems of modern farm practice.

Any attempts to exhibit the modern improvements in agriculture on land incapable of giving a fair return, under good management, would result in disastrous failure, and bring the best possible practice undeservedly into disrepute.

In judging of results neither the student nor the public would make the proper allowance for the very unfavourable conditions under which the work had been performed.

The results would naturally be compared with those obtained in the practice of farmers who are cultivating land of far better quality.

After visiting a number of farms in different parts of the Province of Ontario, I have formed a high opinion of their fertility, and of the skill with which they are managed, and I am well satisfied that the farm under consideration could not, under the most liberal treatment, be made to rank in productiveness with the average of farms in the Province.

From the examination I have made of the Mimico Farm, I am confident that an Agricultural College located there would labour under serious embarrassments, even if it did not prove an entire failure, as it could not, under the best possible management, command the respect and confidence of the farmers of the country.

In closing this report allow me to thank you for the kind manner in which you have placed at my disposal the means required in making this investigation.

Very respectfully,

M. Miles

Prof. of Agriculture in Mich. State Agrl. College.

A.

Report of Professor Kedzie.

Professor Miles,

Dear Doctor,—I have made a chemical examination of most of the specimens of soil submitted to me by yourself, and I herewith present you a statement of the chemical characteristics of the soils.

These soils all contain a large amount of oxide of iron, varying in amount from 2½ to 9½ per cent. In numbers one, two, and three, the iron exists, almost entirely, as per-oxide $= Fe_2O_3$,—these soils containing only traces of protoxide of iron $= FeO$. All the other specimens contain the protoxide in considerable amount; this is especially true of numbers nine, ten, eleven, (surface and sub-soil) and twelve. The presence of the protoxide, especially at the surface, and in large quantity is always *suspicious*, showing imperfect oxidation. Soils numbers eleven and twelve, had a distinct *acid reaction*, and numbers ten and nine had also an acid reaction, but less strongly marked. This acid reaction showing that the soil is literally *sour*, is *more than suspicious*—it is enough to condemn such a soil without further hearing in any court of Agriculture.

The amount of lime varied very greatly in different specimens. Thus No. 1 contained 23·7 per cent. of carbonate of lime, while Nos. 12, 11, (surface) 10, and 9, only contained traces of lime; Nos. 3 and 6, had nearly one per cent.; No. 7 had 1·3 per cent.; No. 8, 3 per cent.; and No. 2 had 6·8 per cent. In some instances the lime seems to have sunk into the sub-soil; thus in surface soil of No. 11 only a trace is found, while the sub-soil contains 8·41 per cent.

In the amount of magnesia there is a corresponding variation; No. 1 has 2 per cent.; No. 2 has 1.3 per cent.; Nos. 9 and 10, a little over 1 per cent., and No. 3 a little less than 1 per cent., while Nos. 11 and 12 have only a small fraction of a per cent.

The phosphates could be detected in the part soluble in concentrated Hydrochloric acid, only in Nos. 1, 2, 3, 6 and 7. In the other soils, if present, it was in an insoluble form.

To sum up this consideration of the soils, I should pronounce Nos. 1, 2, and 3 good soils, because they contain a sufficient amount of the alkaline earths (lime and magnesia) a sensible amount of the soluble phosphates and sulphates, and are free from any appreciable quantity of the protoxide of iron, and they also contain a sufficient supply of vegetable matter; that Nos. 6 and 7 are fair soils for reasons given above, but are not of first quality because they contain a considerable amount of protoxide of iron, showing deficient oxidation and probable need of good draining; that Nos. 9, 10, 11, and 12 are unfit for cultivation, as shown by the large excess of protoxide of iron, their acid reaction, the absence of proper amount of alkaline earths (lime and magnesia), and the absence in appreciable quantity of soluble phosphates. They are far better fitted for making bricks than for raising crops.

I make these conclusions in regard to the agricultural capabilities of these soils, entirely from their chemical composition, and not from their physical properties, which are evident on inspection.

Respectfully submitted,

R. C. Kedzie,

Prof. Chem.

June 1st, 1872. *Michigan State Agricultural College.*

APPOINTMENT OF A COMMITTEE TO EXAMINE AND REPORT ON THE MIMICO FARM.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th November, 1872.

SIR,—I am commanded by His Excellency the Lieutenant-Governor to inform you, that he has been pleased to name you, together with John Miller, of the Township of Pickering; James Cowan, of the Township of Waterloo; Robert Ball, of the Township of Niagara; and John Dryden, of the Township of Whitby West, as a committee to inquire into the fitness of the Mimico Farm, as a proper site for the proposed Model Farm, about to be established by the Government, and, in so doing to specially examine into and report upon the following points, viz.:—

1st. As to the nature and adaptability of the soil for the required experimental and illustrative purposes.

2nd. The source of water supply.

3rd. The advantages or otherwise of the site.

I have to desire you to signify, at the earliest possible moment to this Department, your acceptance or non-acceptance of this appointment, and in the event of your undertaking the duties thereof, to further request you to meet the gentlemen associated with you at the office of the Honourable the Commissioner of Public Works, Parliament Buildings, on Tuesday the 12th inst., at 10 o'clock, A. M.

I have, &c.,

I. R. ECKART,
Acting Assistant Secretary.

Henry Croft, Esq., M. A., D. C. L., &c.,
Professor of Chemistry, University College.

LABORATORY, UNIVERSITY COLLEGE,
November 9th, 1872.

SIR,—In reply to your letter of the 7th inst., informing me that His Excellency the Lieutenant-Governor had been pleased to appoint me to the committee on the Mimico Farm, I have to state that my professional duties, occupying the earlier and greater part of each day, will prevent me attending committee meetings, unless on special occasions.

My advice and assistance, however, could only be of value as regards the examination of the soil, the testing the purity of the water, and other cognate subjects.

This work could be done at the Laboratory, on any specimens collected by the more agriculturally practical members of the committee.

So far my services are entirely at His Excellency's disposal, and I shall be most happy to assist to the best of my ability; in other respects, I fear my opinion would carry little weight.

I have the honour to be,
Sir,
Your obedient servant,
HENRY H. CROFT.

Isaac R. Eckart, Esq.,
Acting Assistant Secretary.

[All the other gentlemen consented to act, except Mr. Cowan, who was engaged in a distant part of the Province, on public duty.].

DEPARTMENT OF PUBLIC WORKS, ONTARIO,
TORONTO, November 13th, 1872.

GENTLEMEN,—Being authorized by His Excellency the Lieutenant-Governor in Council, you are hereby requested and empowered to proceed forthwith, and enquire into and report upon the fitness of the Mimico Farm, as a proper site for the proposed Model Farm and Agricultural College; and to examine into and report upon the following points:—

1st. As to the nature and adaptability of the soil for the required experimental and illustrative purposes.
2nd. The source of water supply.
3rd. The advantages or otherwise of the site.

I have the honour to be,
Gentlemen,
Your obedient servant,
ARCH. McKELLAR,
Commissioner.

John Dunlop, Esq., Woodstock; Robert N. Ball, Esq., Niagara; John Miller, Esq., Brougham; John Dryden, Esq, Brooklin.

REPORT OF COMMITTEE.

To the Honourable,
ARCHD. McKELLAR,
Commissioner of Public Works, and Agriculture.

SIR,—We, a committee appointed to enquire into the fitness of the Mimico Farm, as a proper site for the proposed Model Farm, about to be established by the Government:

"As to the nature and capability of the soil for experimental and illustrative purposes;

"The source of water supply; with the advantages or otherwise of its site."

Having walked over the lands, and carefully examined, in numerous places, both the soil and sub-soil; we are united in opinion, that the soil, in general, is poor and thin, averaging from three to six inches in depth, a portion of it, we find, has the appearance of average soil, but the sub-soil on such portion is of a very inferior quality, being composed, either of a tenacious barren sort of blue clay, or clay mixed with sandstone rock. The larger portion of the soil, we find is of a light sandy nature, under-lying which, and in fact showing itself on the surface in many places, is a yellowish and white sand, apparently of an utterly barren character.

On the whole, with little exception, the sub-soil is of such a character, that if thoroughly incorporated with the soil, by a system of deep cultivation, would not add to its fertility; even on better portions of the farm, deep cultivation could not be effected, without a system of thorough under-drainage, which from the level surface, together with the tenacity of the sub-soil, must involve a very heavy outlay of money.

We are of opinion that a soil of average fertility would be required, to illustrate in a satisfactory manner, the best system of modern husbandry; and if so, this could not be done on the Mimico Farm, without an extravagant outlay, for drainage and fertilizers. The system of husbandry thus required would necessarily convey a very erronious impression to the agricultural pupils.

Judging therefore the soil in all its bearings, we are forced to the conclusion, that it is not suitable for the proposed Model Farm, and could never, by its results, show the capabilities of an average farm in Ontario.

We find a very deficient supply of water, no running water on the farm, nor are there any indications of surface springs. The only dependance for a water supply, must be by expensive works at the Lake, or by wells at different points on the farm.

Respecting the site, we do not think its natural surroundings are at all pleasant, but with other things favourable, would perhaps not be objectionable; under the circumstances, however, we can see nothing in the locality which could particularly recommend it for the purposes required.

All which is respectfully submitted by, Sir, your obedient servants,

JOHN DUNLOP, Woodstock.
ROBERT N. BALL, Niagara.
JOHN DRYDEN, Brooklin.
JOHN MILLER, Brougham.

Toronto, 5th December, 1872.

REPORT OF COMMITTEE ON FARMS AT WHITBY, GUELPH, AND WOODSTOCK.

The Honourable ARCHD. MCKELLAR,
Commissioner of Agriculture, Toronto,

SIR,—The undersigned appointed by you, to examine the various farms referred to in this report, beg leave to submit the following statement of the result of their investigations:—

THE WHITBY FARMS,

Consisting of Lots or parts of Lots Nos. 23, 24 and 25, First Concession, Township of Whitby, and extending to about 640 acres, on the east side of the Town of Whitby, and near the station of the Grand Trunk Railway.

The block is intersected by a road allowance which can be closed if necessary; the lands are also intersected by the Port Whitby and Port Perry Railway.

The undersigned found the soil of excellent quality, varying from eight to twelve inches in depth, and consisting of light sandy loam, sandy loam and black loam; the sub-soil is also excellent, varying from sandy loam to strong clay loam. The surface is rolling, affording ample fall for drainage. A small stream runs through the centre of the block, which it is said sometimes dries up, after a long continuance of dry weather. There is a never failing spring on No. 25, which is centrally situated on high ground; there are two springs on Lot 24, which would afford a plentiful supply of water.

There is a small portion of woodland on the block, not of the best description.

The fences are in fair condition.

The principal building called "Trafalgar Castle," is a spacious structure, of about 105 feet by 60 feet, three stories high, with a wing of 50 feet by 35 feet, of two stories; there is a small detached out-building, which is a stable and coach-house. The whole being substantially built of stone and brick, covered with slate, and finished in the most complete and expensive manner. The dwelling-house is furnished with gas and water pipes throughout, and is heated by hot air from the basement, and is said to have cost $60,000.

The other buildings on the property are in fair order, and may be worth from $5,000 to $6,000. The buildings in question might be advantageously converted into an Agricultural College, and the out-buildings, so far as found suitable, could be used for a farm steading.

The undersigned also examined Lots 28, 29 and 30, of the First Concession of Whitby, embracing some 600 acres; they are immediately west of the Town of Whitby, and are intersected by the Grand Trunk Railway.

The soil is partly strong clay loam, partly of a lighter description of clay loam; and the remainder is of a rich black loam, varying from eight to twelve inches in depth; the sub-soil is good strong clay, the surface is gently undulating and has good fall for drainage.

A never failing creek runs through the north west corner of the block, and there is a never failing spring on the north east corner, which would be available for stock. There is a small portion of very inferior woodland on the block, and a considerable portion of unimproved land on the west side.

There are three good brick dwelling-houses, and several frame buildings on this block, which might be worth from $6,000 to $7,000; they could be used for a Model Farm. There are no buildings on the block suitable for an Agricultural College.

The undersigned prefer the eastern block for the purposes of an Agricultural College and Model Farm.

The Town of Whitby is the county seat of Ontario, and has a population of from 3,000 to 4,000. There are in it eight churches of different denominations, and excellent Grammar and Common Schools.

Whitby is a shipping port, and has two railway stations. The surrounding country is well settled by a skilful, industrious and wealthy class of farmers, among whom are a number of the most prominent stock breeders in the Province.

THE GUELPH FARMS.

The undersigned also examined the Hood and other farms adjacent to it, comprising a block of 600 acres, situated about one-and-a-half miles from Guelph.

They found the soil chiefly sandy loam, some of it light sandy loam and gravelly, varying in depth from eight to twelve inches. The sub-soil is principally sandy and mixed with gravel.

The surface is undulating, and about 120 acres of rough, stony and hilly; it is bounded on the west side by the river Speed. There is a little straggling timber on the west side of the block.

The buildings are a two-story stone dwelling-house and a two story rough-cast house, with two good frame barns, built on stone work, affording accommodation for cattle.

The buildings referred to may be worth about $8,000. There are no buildings on the block suitable for an Agricultural College.

They also examined Mr. Stone's farm, extending to about 550 acres, situated about one mile from Guelph. The soil is good clay loam, varying from eight to fifteen inches in depth; part of it is black loam, and is underlaid by a strong clay sub-soil, and part of it is somewhat sandy. The surface is rolling and gently undulating, having a good fall for drainage. There are several spring wells on the block and two small creeks. There are also about 70 acres of woodland of good quality, and from 30 to 40 acres from which the stumps have not been extracted.

There is a large stone mansion house of two stories, substantially built, well finished and covered with slate, this building might be made available for an Agricultural College, were lecture-rooms, kitchen and dining.rooms added. There are besides, a two-story stone dwelling-house, a small brick cottage, and two frame houses, which might be useful.

The farm buildings consist of a large barn, cow stable, bull shed, sheep sheds, cattle sheds, and horse stable, with yards attached; they are built of stone and wood and are suitably arranged for the purpose of stock breeding; by some alterations they could be made available for a model farm.

There is also a large frame barn and sheds for sheep and implements on the south-west portion of the block. The buildings referred to are quite ample for the purposes of a model farm, and the fences are in good order; a considerable portion of this farm has been under-drained.

The undersigned are decidedly of opinion that this farm is much more suitable for the purpose required than the Hood farm; they have estimated the value of the buildings at from $25,000 to $30,000.

The Town of Guelph, the county seat of Wellington, is situated in a beautiful country, and is on the line of the Grand Trunk Railway and of the Wellington, Grey and Bruce Railway. The population is from 8000 to 9000. The town is substantially built, and has extensive manufactories of agricultural implements, machinery, carriages, sewing machines, woollen goods, piano-fortes, organs and melodeons. There are also three large flouring mills and several breweries. There is ample church accommodation in connection with the various leading denominations; there is also a superior grammar school, and several excellent common schools. The country around is well cultivated, and is inhabited by enterprising and wealthy farmers. The County of Wellington is celebrated for improved breeds of horses, cattle, sheep and pigs.

THE WOODSTOCK FARMS.

The undersigned examined lots 3, 4 and 5, in the 10th concession of East Zorra, containing 600 acres, situated about two miles from Woodstock. The soil is of excellent quality, a clay loam varying in depth from nine to fifteen inches, over a strong clay subsoil, with a good outfall for drainage. The land is gently undulating. A living stream runs through the north-east part of the block, on which there are several springs. There are also about seventy acres of superior woodland.

The buildings are, a two-story brick house and several frame barns, not of much value; they may be estimated from $4000 to $5000.

The fences are in bad order.

They also examined lots 3, 4 and 5, on the 11th concession, East Zorra, comprising 600 acres, situated within half a mile of the limits of the Town of Woodstock. The soil and subsoil are very similar to the farm on the 10th concession. The surface is more rolling, and there are three never-failing small streams running through the block; there are about eighty acres of good woodland. The fences are in good order.

The buildings are a two-story and a one-story brick dwelling-houses, five frame houses, with a good bank barn and several other farm buildings, which could be made available for a model farm; they may be valued at from $8000 to $9000.

The undersigned decidedly prefer this to the block on the 10th concession.

Woodstock is the county seat of Oxford, and has a population of upwards of 5000, and several manufactories for agricultural implements, furniture and musical instruments. There are three foundries, two grist mills, a tannery, and door and sash factory. There are ten churches belonging to the different religious denominations. Woodstock is on the line of the Great Western Railway, and is in the midst of a rich agricultural district specially noted for the extent and excellence of its dairy products.

The undersigned have the honour to be,

Yours most respectfully,

JOHN DUNLOP, Woodstock.
JOHN MILLER, Pickering.
JOHN DRYDEN, Brooklin.
*D. CHRISTIE, Paris.
ROBT. N. BALL. Niagara.

Woodstock, 13th December, 1872.

* Except as to the "Whitby Farms," which I did not see.—D. C.

AGRICULTURAL COLLEGE.

Statement of Expenses connected with the Inspection of Sites.

1872.		$ cts.
Jan.	22.—C. Abbott, Cab hire for 4 persons to Mimico	3 15
Mar.	22.—D. Stirton, G. Paterson, W. J. Wilson and E. Devereux, Expenses to Guelph and services	20 00
April	5.—M. Murray, Cab hire, Members of Agricultural Association to Mimico Station	9 00
"	16.—Expenses of Stephen White, A. McNabb, L. E. Shipley, George Murton, Irvine Diamond, Hon. James Skead, Nathan Choate, Hon. D. Christie, A. Wilson, Geo. Graham, Prof. Buckland, H. C. Thompson, and services: inspecting grounds in vicinity of Toronto and Guelph, in the month of February	239 50
"	5.—Rev. W. F. Clarke, Services and expenses, obtaining offers of land near Guelph, in February	35 00
	Carried forward	306 65

		$	cts.
	Brought forward	306	65
April	25.—P. Burt, Cab hire, of Rev. W. F. Clarke and Prof. Miles, to Mimico	4	75
"	25.—Queen's Hotel, Expenses of Prof. Miles and Rev. W. F. Clarke	18	00
"	" —Professor Miles, On account for services and expenses, making examination and report as to Mimico Farm	50	00
"	" —W. Edwards, Freight on case of soils to Prof. Miles	1	35
May	2.—G. Verrall, Cab hire of Hon. A. McKellar to Mimico Farm	6	00
June	21.—T. Phillips, For refreshments for Hon. A. McKellar and Members of Agricultural Association	9	00
"	20.—G. Verrall, Cab hire, 2 carriages, Hon. A. McKellar and Members of Agricultural Association, to Mimico	10	00
"	" —Expenses of A. Wilson, Hon. D. Christie, Robert Gibbons, M.P.P., Nathan Choate, Irvine Diamond and Lionel E. Shipley, Members of the Agricultural Association to Mimico Farm	24	00
Aug.	15.—W. J. S. Holwell, Expenses to measure crops on Mimico Farm	3	60
Oct.	2.—Professor Miles, Balances of account for services and expenses for examination of and report on the Mimico Farm	153	80
"	16.—T. Phillips, Refreshments to inspectors	5	00
Nov.	12.—T. Phillips, do. do.	2	00
"	13.—R. U. Ball, Services and expenses inspecting Mimico Farm	31	20
"	" —J. Miller, do. do.	24	20
"	" —J. Dryden, do. do.	26	30
"	" —J. Dunlop, do. do.	24	20
"	15.—T. Phillips, Meals to inspectors	9	50
"	" —Hon. A. McKellar, Expenses to Guelph, twice, to inspect farms	9	50
Dec.	6.—W. J. S. Holwell, Expenses to Guelph, to take levels from River Speed to Mr. Hood's Farm	23	25
"	13.—J. Dryden, Services and expenses inspecting farms in Whitby, Guelph and Woodstock	67	85
"	" —J. Miller, do. do.	65	88
"	28.—R. N. Ball, Services and expenses inspecting farms in Guelph and Woodstock	62	65
"	" —Hon. D. Christie, Services and expenses inspecting farms in Woodstock and Guelph	25	75
"	" —J. Dunlop, Reporting on Mimico Farm, and inspecting farms at Whitby, Guelph and Woodstock	41	20
"	" —Hon. A. McKellar, Expenses to Whitby to inspect farms	4	50
"	" —G. Verrall, Cab hire, Hon. A. McKellar, to Mimico	5	00
	Total	$1015	13

F. T. JONES,
Accountant, A. & P. W.

Department of Agriculture and Public Works.
5th February, 1873.

SUPPLEMENTARY RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying His Excellency to cause to be laid before the House copies of all minutes and Orders in Council relating to the Agricultural College, the names of all persons appointed to inspect the several proposed sites for said College; the instructions given to such persons, together with a memorandum of the expenses of such persons; also a copy of the instructions given to Professor Miles, and his Report to the Government.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, February 11th, 1873.

Description of Farm houses, Outhouses, Barns, Stables, Sheds, &c., upon the Stone Farm, Guelph:—

(1.) NEW STONE HOUSE, 39 × 53 (main building) 18 rooms.
DOWN STAIRS. 2 rooms 18 feet square, 2 rooms 18 × 15, hall 35 × 11, kitchen 20 × 13-6, office 13-6 × 9, summer kitchen 20 × 22, wood shed and wash house 45 × 23, with halls.
UP STAIRS. 2 rooms 18 feet square, 2 rooms 18 × 15, 1 room 13 × 10, 1 room 10 × 14-6, 2 rooms 10 × 14, 1 room 20 × 14, 1 room 20 × 12, bathroom 7 × 9-5, water closet, halls, &c., dairy 20 × 15.

(2.) Farm house (stone) 12 rooms; cellar under whole of house.
DOWN STAIRS 4 rooms with hall through centre.
UP STAIRS 5 rooms, men's dining room 20 × 21, kitchen 20 × 21, wood shed.

(3.) Double dwelling house for men.

(4.) Roughcast frame house.

(5.) Brick cottage (6 rooms, with full size cellar).

(6.) Principal barn 100 × 60 with stalls for cattle, underneath 120 feet root cellars and tanks. Five other barns, different sizes and situations. Implement shed 70 feet long.

(7.) Stables for eight horses. Stable and coach house 30 × 21.

(8.) Sheep sheds 243 × 30. Sheep barn 40 × 22. Sheep yards and shedding, hay barrack, &c., across road. Cattle sheds 260 feet.

(9.) Pig pens.

(10.) Root cellars (additional) 80 feet.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House a return of the number of First, Second and Third Class Certificates granted to School Teachers, during the year 1872; also, the number of persons who have made application for Certificates, and have been unable to obtain them during the same year.

By Command,

T. B. PARDEE,
Secretary.

Provincial Secretary's Office,
Toronto, 6th February, 1873.

Department of Public Instruction for Ontario,
Education Office, Toronto, 4th February, 1873.

Sir,—I have the honour, in reply to Mr. Eckart's letter of the 23rd ultimo, to send herewith a Return, asked for by the House of Assembly, of the number of First, Second and Third Class Certificates which were granted to Public School Teachers during the year 1872; also, of the number of rejected candidates for certificates during the same year. Of this latter class, the Department has consented, on the recommendation of the County Board of Examiners, and of the County Inspector, to the issue of a special certificate, valid for six months.

I have the honour to be,

Sir,

Your obedient servant,

E. Ryerson.

The Honourable T. B. Pardee, M.P.P.,
Secretary of the Province, Toronto.

RETURN of the number of First, Second and Third Class Certificates granted to School Teachers during the year Eighteen Hundred and Seventy-Two; also, the number of persons who have made application for Certificates, and have been unable to obtain them, during the same year.

JULY EXAMINATION.

CITIES AND COUNTIES WHERE THE CANDIDATES WERE EXAMINED.	Total Candidates for First Class.	Obtained First Class.	Not allowed First Class.	Total Candidates for Second Class.	Obtained Second Class.	Applied for Second, and allowed Third Class.	Applied for Second Class, and rejected.	Obtained Special Certificates in Agriculture.	Total Candidates for Third Class.	Applied for and obtained Third Class.	Applied for Third Class, and allowed Temporary Permits.	Applied for Third Class and rejected.
Glengarry				Not reported.	3	4	Not reported.		Not reported.	11		Not reported.
Stormont				do		2	do		27	9	7	11
Dundas				do	4	2	do		33	23		10
Prescott and Russell				do		2	do		43	28	10	5
Carleton				do	4	3	do		Not reported.	32		Not reported.
Leeds and Grenville	2		2	do	1		do		67	65		2
Lanark	1		1	do	2		do		48	30	8	10
Renfrew				4	1	1	1	1	19	9		10
Frontenac	1		1	Not reported.	7	3	Not reported.	1	Not reported.	9	1	Not reported.
Lennox and Addington				do			do		do	15		do
Prince Edward	2		2	do	3	3	do		41	14		27
North Hastings				do	1	1	do		34	2		32
South Hastings				do	5	3	do		44	16		28
Northumberland				do	2	4	do		Not reported.	30	6	Not reported.
Durham				9	1	3	5		24	15	1	8
Peterboro'				5	3		2		27	8		19
Victoria				Not reported.	6		Not reported.		43	34		9
Ontario	1		1	do	7	4	do		Not reported.	18		Not reported.
York				do	3	3	do		28	24		4
Peel				do	3	1	do		18	13	1	4
Simcoe				18	12	4	1	1	56	40		16
Halton				Not reported.	2	4	Not reported.		25	17		8
Wentworth	1		1	8	7		1		17	8		9
Brant				7	6		1		23	19		4
Lincoln	1		1	Not reported.	4	2	Not reported.		22	13	7	2
Welland	2		2	do	4		do		22	17		5
Haldimand				do	4	7	do		36	18		18
Norfolk				1	1		do		22	6		16
Oxford	1		1	3	3		do		Not reported.	6		Not reported.
Waterloo				13	4	6	3		41	25		16
Wellington				Not reported.	14	2	Not reported.		Not reported.	32		Not reported.
Grey				11	4	6	1		58	39		19
Perth	7	4	3	Not reported.	11	11	Not reported.	3	Not reported.	16		Not reported

Huron				12	5	6	1		70	44	2	24
Bruce				10	4	2	4		69	28		41
Middlesex	9		9	27	11	9	7		77	34		43
Elgin				16	8	5	3		65	23		42
Kent				Not reported.	6	2	Not reported.		44	31	1	12
Lambton				do	2	1	do	1	29	15		14
Essex	1	1		do	2	3	do		Not reported.	9		Not reported.
Toronto	8	5	3	do	17	4	do		do	3		do
Hamilton	3		3	do	4	4	do		6	3		3
London				do	4		do		Not reported.	8		Not reported.
Ottawa	2		2	do	2		do		do	6		do
	42	10	32		197	117		7		865	44	

DECEMBER EXAMINATION.

Glengarry									Not reported.	10		Not reported.
Stormont				Not reported.		3	Not reported.		16	3	6	7
Dundas									20	16		4
Prescott and Russell									17	6	6	5
Carleton							No Applicants					
Leeds and Grenville	2	1	1	Not reported.		4	Not reported.		54	13	5	36
Lanark									31	12		19
Renfrew									29	4		25
Frontenac									18	8		10
Lennox and Addington				Not reported.	3		Not reported.		Not reported.	14		Not reported.
Prince Edward				3	2		1		28	9		19
North Hastings				Not reported.	1		Not reported.		22	6		16
South Hastings				do	2	2	do		38	25		13
Northumberland				3	1	1	1		35	16		19
Durham				Not reported.	2	1	Not reported.		28	12		16
Peterboro'				do	1	1	do		28	15		13
Victoria				do	7	4	do		47	25		22
Ontario				do	2	6	do		Not reported.	25		Not reported.
York	1		1	27	16	7	4		42	20		22
Peel	1	1		1			1		11	7		4
Simcoe				Not reported.	3		Not reported.		49	35		14
Halton									18	9		9
Wentworth				4	1	1	2		14	7		7
Brant				6	4	1	1		26	17		9
Lincoln				2			2		17	11	3	3
Welland	1		1	Not reported.	1		Not reported.		Not reported.	20		Not reported.
Haldimand	1		1	Not reported.		2	do		23	8		15
Norfolk				5	3	1	1		13	8		5
Oxford	1		1	Not reported.	2	4	Not reported.		Not reported.	14		Not reported.
Waterloo				do		2	do		29	24	3	2
Wellington	1		1	do	4	6	do		Not reported.	28		Not reported.
Grey				do	5		do		do	37		do
Perth				10	2	7	1		do	12		do

RETURN of the number of First, Second and Third Class Certificates granted to School Teachers during the year Eighteen Hundred and Seventy-Two; also, the number of persons who have made application for Certificates, and have been unable to obtain them during the same year.—*Continued.*

DECEMBER EXAMINATION.—*Continued.*

Cities and Counties where the Candidates were Examined.	Total Candidates for First Class.	Obtained First Class.	Not allowed First Class.	Total Candidates for Second Class.	Obtained Second Class.	Applied for Second, and allowed Third Class.	Applied for Second Class, and rejected.	Obtained Special Certificates in Agriculture.	Total Candidates for Third Class.	Applied for and obtained Third Class.	Applied for Third Class, and allowed Temporary Permits.	Applied for Third Class, and rejected.
Huron	....	....	....	Not reported.	1	6	Not reported.	....	59	17	....	42
Bruce	....	....	....	....	2	3	2	1	53	21	....	32
Middlesex	....	....	....	....	2	15	4	....	89	22	....	67
Elgin	....	....	....	....	....	....	....	....	52	31	....	21
Kent	....	....	....	Not reported.	2	1	Not reported.	....	....	17	3	10
Lambton	....	....	....	6	....	3	3	....	26	8	....	18
Essex	....	....	....	....	....	....	....	....	Not reported.	14	....	Not reported.
Toronto	4	1	3	Not reported.	4	....	Not reported.	3	....	....	....	....
Hamilton	....	....	....	1	....	....	1	....	14	11	....	3
London	1	....	1	Not reported.	1	....	Not reported.	....	Not reported.	7	....	Not reported.
Ottawa	1	1	....	do	1	....	do	....	do	6	....	do
	14	4	10	....	75	81	....	4	....	630	26	....

SUMMARY.

Cities and Counties where the Candidates were Examined.	Total Candidates for First Class.	Obtained First Class.	Not allowed First Class.	Total Candidates for Second Class.	Obtained Second Class.	Applied for Second, and allowed Third Class.	Applied for Second Class, and rejected.	Obtained Special Certificates in Agriculture.	Total Candidates for Third Class.	Applied for and obtained Third Class.	Applied for Third Class, and allowed Temporary Permits.	Applied for Third Class, and rejected.
July	42	10	32	....	197	117	....	7	....	865	44	....
December	14	4	10	....	75	81	....	4	....	630	26	....
Total	56	14	42	....	272	198	....	11	....	1495	70	....

RETURN

To an address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all Orders in Council (if any) and correspondence (if any) in reference to the establishment in Ontario, of any additional Normal School.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 6th February, 1873.

Copies of all Orders in Council and correspondence, in reference to the establishment in Ontario of additional Normal Schools:—

Petition from citizens of Kingston	September 19th, 1872.
Memorial from Mayor and Town Council of Brockville	Oct. 3rd, "
Letter from C. Fraser to Provincial Secretary, in reference to the Petition of Town of Prescott	Oct. 4th, "
Letter from Provincial Treasurer to Rev. Dr Ryerson	Oct. 12th, "
Letter from Rev. Dr. Ryerson to Provincial Treasurer	Oct. 19th, "
Petition from Mayor and Council of Town of Ingersoll	Oct. 26th, "
Memorial from the Mayor and Municipal Council of Town of Woodstock.	Oct. 26th, "
Memorial from citizens of Ottawa,	Nov. 2nd, "
Petition from united counties of Stormont, Dundas and Glengarry	Nov. 5th, "
Petition from Corporation of the Town of Goderich	Nov. 5th "
Memorial from Mayor and Corporation of Stratford	Nov. 16th, "
Petition from Corporation of united Counties of Leeds and Grenville	Nov. 13th, "
Memorial from High and Public School Board, Town of Woodstock	" " "
Memorial from the Members of the Board of School Trustees, Mayor and Council of Prescott, and others	" " "
Memorial from certain inhabitants of Woodstock	" " "

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of Ontario, in Council.

The Petition of the citizens of Kingston, in public meeting assembled,

HUMBLY SHEWETH,

That your petitioners have understood that it is the intention of the Ontario Government to establish a branch Normal School in the eastern section of the Province, and this understanding induces your petitioners to lay the claims of our city before your Excellency for favourable consideration, and still further, that your Excellency may know on what grounds we consider our claims to be superior to those of any other place in Eastern Ontario.

Your petitioners would therefore beg to call your attention to the fact that the portion of the Province most likely to be benefited by the proposed school, would be the section lying east and including the ridings of East Northumberland and East Peterborough, and as the population of this section is, by the last census, 387,436. it can be shown that Kingston is the most central place, both as regards distance and population.

Your petitioners would further beg to state that statistics, published by eminent authorities, conclusively prove that the rate per cent. of mortality is much less in Kingston than in any other city in the Dominion.

Full stress must also be given to the situation of the city, rendering it easily accessible. both by rail and water. and further, that the cost of living is well known to be much less in our city than in any other place of similar size in Ontario.

Your petitioners would also call your attention to the existence of other educational institutions in the city. Lectures, free to all, on literary and scientific subjects, are delivered during the winter evenings by professors of Queen's College and others. the advantages of which, to the students attending the proposed school, would be of incalculable benefit

To the consideration of all these points we beg to add the very great facility which would be experienced in incorporating the Senior Public School as a Model School, the excellent system of grading adopted in the Kingston Public Schools during the past five years, giving a department ready to work upon at any time.

Your petitioners would further call your attention to the very small number of pupils attending the Normal School at Toronto, from the eastern section of the Province, and an appeal to the figures will fully convince your Excellency that such an institution is urgently required to meet the educational wants of the country. Statistics from the Educational Department abundantly prove that, while the Normal School at Toronto is supported by the public funds of the Province, the advantages derived from it are chiefly enjoyed by the counties immediately around Toronto. The County of York alone has sent more than twice as many pupils to the Normal School as the whole section to be aided by the proposed branch school, the numbers being, York 1755, and all the eastern section, 841.

For these reasons your petitioners humbly appeal to your Excellency, to submit this petition to your Excellency's advisers, that they may be able to take such steps as the justice of our petition may warrant.

And your petitioners, as in duty bound, will ever pray.

(Signed,) S T. DRENNAN,
Mayor,
SAMUEL WOOD.
Kingston, Sept. 19th, 1872 *Secretary.*

DEAR SIR,—A copy of this petition was presented to His Excellency the Lieutenant-Governor on the 4th day of October, and you are respectfully requested to consider the matter, and give it your favourable support.

(Signed,) SAMUEL WOOD.

Hon. P. Gow, M.P.P.,
Provincial Secretary.

To His Excellency the Hon. William P. Howland, C. B., Lieutenant-Governor, and to the Executive Council of the Province of Ontario:

The Mayor and Town Council of Brockville, having been requested by the inhabitants of the said town, at a public meeting duly called, to memorialize the Government of the

Province of Ontario, with a view to the establishment of the proposed new Normal School in Brockville, and in such memorial to set forth fully the claims of the town, and the superior advantages possessed by it over rival competitors, beg leave to submit the following for the consideration of your Excellency and Members of the Executive Council.

The benefits derived from the Normal School in Toronto have been chiefly confined to the western section of the Province, as comparatively few teachers from eastern Ontario have availed themselves of the privileges afforded by it, and, as a natural consequence, the schools in this section of the Province are far behind those of the west.

The want of a sufficient supply of thoroughly qualified and trained teachers has lately been more extensively experienced, owing to the School Act of 1871 having advanced the requisite qualifications of the teacher, and the educational status of Schools, through the regulations prescribed by the Council of Public Instruction, and it is universally conceded that another Normal School is requisite, and that it should be located in eastern Ontario.

This being premised, we beg leave to offer the following reasons why Brockville should be selected for the site:

1st. Its admirable central position, inasmuch as the whole of the eastern section of the Province is connected with it by a single line of railway. Thus all the counties, from Hastings to Glengarry, on the line of the Grand Trunk Railway, are in direct communication, while the whole Ottawa district is similarly connected by the Brockville and Ottawa Railroad.

Furthermore it also possesses the advantages of direct steamboat communication with the principal counties of eastern Ontario, and it may be remarked that no other eastern town is in possession of all these facilities and advantages.

2ndly. Brockville has always been noted for the salubrity of its climate, and is admirably adapted as a place of summer resort, the facilities for fishing, boating and sailing amid the delightful scenery of the Thousand Isles of the St. Lawrence, affording to students plenty of air and exercise.

Lastly. The expense of board and lodging, a great object to students, would be less than at Kingston or Ottawa, while the cost of the site and erection of the necessary buildings would be much below that of either of those cities.

For these reasons and others which could be recounted, we respectfully urge that Brockville may be selected for the site in question, particularly as it is not only well adapted in every point of view, but also because no public works of any description have ever been undertaken by the Government in connection with the town.

(Signed.) J. D. Buell,
Mayor.

(Countersigned.) G. E. McLean,
Town Clerk.

Dated the 3rd day of Oct., 1872. [Seal.]

Mansion House.
Toronto, 4th October, 1872.

Dear Sir,—Here upon private business, I quite unexpectedly learn, that there are now in the city several deputations from the eastern part of the Province, urging upon the Ontario Government the location of the proposed new Normal School in one or other of the localities represented by these deputations.

I am aware that the people of the Town of Prescott have, through public meetings, been moving in this same matter and I anticipate that formal communications in the premises will (with very brief delay) be had with the Government.

Meanwhile, however, I feel that I would be more than remiss in a plain duty were I to refrain from urging upon the Government, not alone the propriety, but the actual necessity, as well upon public grounds as otherwise, of establishing this School at Prescott whose claim on every respect far outweighs in my humble opinion, that of any other locality named in connection with this matter.

I therefore beg that the Government will defer considering or deciding upon the location of this additional School until the claims of Prescott are, as I apprehend they will be, within a few days more formally and fully presented.

I beg to subscribe myself very respectfully, Yours, &c.

C. F. FRASER.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

TREASURY DEPARTMENT, ONTARIO.
TORONTO, October 12th, 1872.

SIR,—The Government desire to have your opinion concerning the establishment of additional Normal Schools. On a previous occasion I understood your opinion to be in favour of establishing one in the eastern and another in the western part of the Province, I would be glad to have your opinion concerning the location and extent of the buildings necessary to provide for the other sections of the Province requiring the aid of such Institutions, and also as to the necessity for, and extent of, Model School Accommodation in connection with such Institutions. An early reply will much oblige.

Your obedient servant,

(Signed) A. MACKENZIE.

The Reverend Dr. Ryerson,
Chief Superintendent, Education,
&c., &c.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

(No. 13,965.)

EDUCATION OFFICE,
TORONTO, 19th October, 1872.

11,905.

SIR,—I have the honour to acknowledge the receipt of your letter of the 12th instant requesting my opinion, for the information of the Government, concerning the establishment of additional Normal Schools, the location and extent of the buildings necessary to provide other sections of the Province requiring such Institutions, and the necessity for, and extent of, Model School Accommodation, in connection with such Institutions.

2. I beg to state in reply, that last year I thought, and suggested to the Government, that two additional Normal Schools were required—one in the Eastern, and the other in the Western Section of the Province, but I am now inclined to think, that three additional Normal Schools will be required to extend the advantages of a Normal School training of teachers to all parts of the Province—one at London, one at Kingston, and one at Ottawa. If provision be not made to establish them all at once, I think the first established should be at Ottawa. The centre of a large region of country, where the Schools are in a comparatively backward state, and where the influence of the Normal School training of teachers has yet been scarcely felt except in a few towns, and which is almost entirely separated from Toronto in all branches of business and commerce, and therefore to a great extent in social relations and sympathies. In the eastern part of the Province there is also a considerable French population (with a sprinkling of German) and a strong Roman Catholic element. I think that in the Ottawa Normal School, care should be taken to have one or more of the masters Roman Catholics—one competent to teach French, and to have a class in French: although there should be nothing denominational in the Normal School at Ottawa, any more than there is in that at Toronto.

3. As the whole Province east of Belleville, (except a few towns and villages), is less advanced and less progressive in Schools than in the western parts, I think a second Normal

School should be established at Kingston. The whole region of country from Belleville on the west to Brockville on the east, has very little more business or commercial connection with Toronto than the more eastern parts of the Province.

4. From the regions of country surrounding both Ottawa and Kingston, I think a sufficient number of teachers and candidates for teaching would be collected to fill the Normal Schools, there established ; and the Normal School training of so many residents in those regions, would have an uplifting influence upon the people at large in matters of Public School Education ; while both Kingston and Ottawa are the seats of colleges and the residences of artists, competent to be employed for portions of their time as teachers of writing, book-keeping, drawing, vocal music, gymnastics and calisthenics.

5. Though London is not so remote from Toronto in any respect as Ottawa or Kingston ; yet it is the centre of a populous and prosperous part of the Province, from which an ample number of student teachers would be collected to fill any Normal School. In some of the counties in this part of the Province, there is a German population among which there are about 80 schools in which the German language is taught in connection with English. In one or two counties, French is taught in a few Schools : I think that in a Normal School situated at London, provision should be made for teaching German, and perhaps French, besides the other subjects of a Normal School training.

6. With the establishment of these three additional Normal Schools, I am persuaded there would still be as large a number of student teachers attending the Toronto Normal School as can be advantageously trained in one institution.

7. If County Teachers' Institutes be permitted to be held and assisted as authorized by law, they will do, I think, much to elevate the views, improve the skill, and excite the ambition of young teachers, and be excellent feeders to the Normal School.

8. I think all the Normal Schools should be subject to the oversight of the Education Department, and under the same regulations formally sanctioned by the Lieutenant-Governor in Council. This I think is necessary on the grounds of both economy and uniformity of standard and system of instruction. But I cannot here enter into details of my reasons for this view.

9. As to the extent of accommodations, I think that provision should be made for training *one hundred and fifty* teachers in each Normal School, and that the Model Schools connected with each Normal School should be able to receive 300 pupils--150 in the Girls' Model School, and 150 in the Boys' Model School. This is the number of student teachers in the Normal School, and of pupils in the Model Schools in Toronto, to which we have sought to confine admissions until the last year, and I believe the best number for economy and efficiency.

10. There should be three masters in each Normal School—one teacher of geography, history, and English, including methods of school teaching, organization and discipline ; one teacher of mathematics, including arithmetic, algebra, and geometry or Euclid ; and one teacher of science, (called Science Master) including botany, chemistry, (with applications to agriculture, &c.,) and natural philosophy, especially mechanics. There must also be three teachers in each Model school – one for each of the three divisions of 50 pupils each. In both Massachusetts and Michigan attempts were made to connect some of the town schools with the Normal School, as Model Schools ; but it was found unsatisfactory, conflicts arising in regard to both arrangements and discipline.

The fees charged in the Model Schools cover the greater part of the expenses attending them. In addition, provision must be made for teaching, by other teachers, for a portion of their time, writing, book-keeping, drawing, music, gymnastics and calisthenics.

11. As to the cost of Normal School and Model School buildings, I find that the *Normal School* building here, including appatatus and furniture cost $38,726. This does not include the Model School accommodations, the cost of which would not much exceed $5000 (or ground). My estimate, therefore, in conversation last week, was not far from correct—about $50,000 for the erection of each Normal School building, including accommodations for the Model Schools. The current expenses of each establishment should not exceed $15,000 per annum.

12. We have recently received from Boston some improved and excellent plans of Normal, High, and Primary School buildings, lately erected, and being erected, in the New England States, and we are getting the copies of the plates of some of them for

publication in the *Journal of Education*. Mr. Tully prepared the second best plan of our present Normal School buildings when plans were advertised to be competed for. If he were to come here, he could in consultation with Dr. Hodgins, prepare a plan more economical and convenient, and handsomer than our present Normal School building, and have the Model Schools included as a part of it, so that the whole could be built, warmed, &c., much more economically and more conveniently than anything of the kind we have at present. The whole would thus be prepared and erected under the immediate oversight of the Government.

13. In the foregoing suggestions I have not touched upon numerous details in the arrangement and management of the proposed Normal Schools, which can only be fully understood and considered by personal consultation.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) E. Ryerson.

The Honourable Alex. Mackenzie, M.P.,
Provincial Treasurer,
Toronto.

To His Excellency The Honourable William P. Howland, C.B., Lieutenant-Governor of the Province of Ontario.

The Petition of the Mayor and Council of the Corporation of the Town of Ingersoll,

Humbly Sheweth:

1. Your Petitioners understand that it is the intention of your Excellency and Council to recommend to the Legislature the establishment of a Normal School, for the western section of the Province of Ontario.

2. Your Petitioners would therefore humbly urge upon your Excellency and Council the advisability of locating the proposed new School in this beautiful and thriving town.

3. Your Petitioners beg respectfully to submit the following among the many reasons why Ingersoll should be selected, viz:

1st.—It is easy of access from all points east and west, and the proposed line of railway from Lake Erie to the north passing through this, the survey of which is now being made, will connect the town with the northern and lake counties, and with the railways to the south.

2nd.—The town has now a population of upwards of five thousand, and is rapidly increasing. Students would have no difficulty in procuring suitable accommodation.

3rd.—From the porousness of the soil, high altitude, and rolling land, with numerous streams of pure spring water flowing directly through the town and immediate vicinity, the health and pleasure of the students would be greatly enhanced more especially as the neighbourhood is perfectly free from malaria, and therefore, in a sanitary point of view alone, is unequalled in any portion of the western peninsula.

4th.—The said corporation will, if required, grant as a bonus for the location of the proposed School whatever quantity of land the Government should require for that purpose.

Your Petitioners therefore pray that your Excellency and Council will be pleased to recommend the establishment of the said School at the Town of Ingersoll aforesaid.

And as in duty bound your Petitioners will ever pray, &c.

John McDonald,
Mayor.

R. A. Woodcock,
Town Clerk.
Ingersoll, 26th October, 1872

{ Seal. }

WOODSTOCK, October 6th 1872.

SIR.—Mr. Grey, the Mayor of Woodstock, addressed a letter to the Provincial Secretary some days ago, requesting to be informed at what time it would be convenient for the Lieutenant-Governor in Council to favour him and some others with an interview respecting a certain matter, being that mentioned in the enclosed memorial.

Not having been favoured with an answer I have been directed by the mayor and council to forward the memorial to you in the meantime.

I have the honour to be, Sir,

Your most obedient servant.

JOHN GREY.
Town Clerk.

The Honourable The Provincial Secretary,
Toronto.

To the Honourable William P. Howland C. B. Lieutenant-Governor of the Province of Ontario in Council

The Memorial of the Mayor and the Municipal Council of the Corporation of the Town of Woodstock.

SHEWETH,—

That your Memorialists have heard that it is the intention of the Government to establish two Normal Schools, one in the eastern part of the Province, and the other in some suitable place in the western part.

That your Memorialists think that the advantages which Woodstock possesses as the site of the proposed school, are such as warrant your Memorialists to lay them in detail before you. Woodstock is situated almost in the centre of the western part of the Province and is well known as being a healthy and pleasant locality. It is easily accessible at all seasons, by means of the Great Western Railway and its connections.

It has a good, cheap, and plentiful market, where provisions of the best quality can always be obtained in abundance. That a suitable site for the requisite buildings can be procured on reasonable terms.

That the County of Oxford in which Woodstock is situated is one of the largest and wealthiest counties in the Province and has hitherto had no Government Institutions within its limits.

That the population of the town is upwards of four thousand and is increasing rapidly, and the population of the county is upwards of forty-eight thousand.

Your Memorialists therefore hope that you will be pleased to take the reasons above set forth in favour of Woodstock being selected as the site of the proposed school into your favourable consideration, and that Woodstock may get the preference, to which your memorialists humbly think it is justly entitled.

And your Memorialists, &c., &c.,

WILLIAM GREY.
Mayor of Woodstock.

Woodstock, October 26th, 1872. (Seal.)

DEPARTMENT OF CROWN LANDS.
TORONTO, November 2nd, 1872.

Sir,—I have the honour to transmit herewith a Memorial to His Excellency, the Lieutenant-Governor in Council, from the School authorities in Ottawa, asking for the selection of that city as a site for the Eastern Normal School.

The Memorial has been in my possession for some time and was not sent in, as I considered the subject had been disposed of. It may as well, however, be filed.

I have the honour to be, sir,
Your obedient servant,
R. W. SCOTT.

The Honourable Provincial Secretary,
Toronto.

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario, in Council assembled:

May it please your Excellency,
The Memorial of the undersigned

HUMBLY SHEWETH:

That in the matter of Education the want of a sufficient number of thoroughly trained and efficient Public School Teachers has long been felt in various parts of the Province of Ontario, and especially in the eastern sections.

That this want has been intensified rather than diminished by the operations of the School Improvement Act of 1871, the stringent provisions of which, while materially, yet wisely elevating the standard of qualification, have had at the same time the effect of reducing the supply of legally qualified teachers far below the demand.

That the temporary suspension, if not total annihilation, of some of the smaller High Schools in the rural districts, in consequence of a Regulation of the Council of Public Instruction lately enacted, has tended still further to increase a scarcity already felt to be too great.

That until the number of trained, or otherwise qualified teachers is vastly increased, either the School Act of 1871 must remain in great part a dead letter, or vast numbers of the Public Schools of the Province must be closed.

That, in the opinion of your Memorialists, the proper and only effectual remedy for a state of things so extremely unsatisfactory must be sought in an early extension of Normal School facilities for the training of teachers.

That the Normal School at Toronto, efficiently managed though it be, is confessedly unequal to the task of supplying the Public Schools of the Province—over four thousand in number—training, as it does, less than one hundred teachers per annum.

That any enlargement of that School, however extensive, owing to the distance to be traversed, the expense of travelling, the natural shrinking from the very idea of a prolonged absence from home, and other causes, would in the future as in the past, entirely fail to meet the wants of the remoter and more destitute districts.

That in support of this opinion, it is a matter of fact and experience, that comparatively few of the teachers of eastern Ontario have hitherto availed themselves of the advantages afforded by the Toronto School, whilst fewer still, when trained in that Institution, have returned to ply their vocation in their native counties.

That there is, nevertheless, in these counties an abundance of excellent material awaiting development, a great part of which would doubtless be developed hadwe a training institution in our midst.

That, in the opinion of your Memorialists, the time has come when a Normal School ought to be established in eastern Ontario, and in a locality as remote from Toronto as is consistent with centrality, present and future remoteness from Toronto and centrality of position, present and prospective, constituting a joint element, which we would most respectfully venture to affirm should enter largely into the consideration of so important a question.

That the City of Ottawa is such a locality cannot be doubted, and for this and other reasons hereinafter enumerated, presents claims and offers advantages which entitle it to be selected as the seat of such an institution in preference to any other place whatsoever in eastern Ontario.

We now beg leave to enumerate the following :—

1. That it is the capital of the Dominion of Canada, affording the student easy access to the splendid Library of Parliament, as well as an opportunity of enjoying a wholesome recreation, and reaping substantial benefit in listening to the debates in both Houses.

2. That from a sanitary point of view, it is unsurpassed by any city on the continent, not to mention the picturesque grandeur of its scenery, and the quiet and orderly character of its population.

3. That its distance from the national boundary line furnishes a guarantee of comparative immunity from disasters, to which public institutions situated in frontier towns would be exposed in the event of international trouble.

4. That it is the present centre of the wealth and population, as well as the prospective railway centre of eastern Ontario, and, especially by the Ottawa Valley, of easy access by railroad and river ; and that as the country is opened up further and further towards the north and west, these advantages will become every day more patent and undeniable.

5. That the Ottawa Valley, whose interests all centre in the City of Ottawa, contributing as it does through its staple industry, the lumber trade, a very considerable portion of the revenue of the Province, has undoubted claims on the Legislature of Ontario for a proportionate expenditure of the public funds ; and finally,

6. That hitherto comparatively little has been expended here by the Ontario Government, in the way of public improvements and institutions.

We beg further to state, that at a large and influential meeting of the citizens of Ottawa, and representatives from various municipalities in the eastern sections of Ontario, held in the City of Ottawa, on the 27th ultimo, these opinions were strongly urged, and all but unanimously endorsed, and a committee appointed to take the necessary steps to secure the object aimed at ; and,

That under the authority of the meeting aforesaid, and in the name of the said committee, we humbly pray that your Excellency will graciously condescend to give the matters contained in this memorial an early and favourable consideration.

And your memorialists, as in duty bound, will ever pray.

(Signed,) H. J. BOTHWICK,
Convener of Committee.
JOHN P. FEATHERSTONE
Chairman, High School Board.
P. LE SUEUR,
Chairman Managing Committee, Public Schools.
ROBERT LYON,
Alderman.

TORONTO, Nov. 5th, 1872.

SIR,—I have the honour, on behalf of the United Counties of Stormont, Dundas and Glengarry, to present the enclosed petition.

Sir, your obedient servant,

(Signed,) JAMES BETHUNE.

Hon. T. B. Pardee,
Provincial Secretary, Ontario.

To His Excellency, the Lieutenant-Governor in Council of the Province of Ontario.

The Petition of the Corporation of the United Counties of Stormont, Dundas and Glengarry, in Council assembled,

HUMBLY SHEWETH :

That your petitioners have learned that a Normal School is to be established in the eastern section of this Province.

That the Town of Cornwall has not benefited by any public institutions established by the authority of either the Dominion or Local Governments.

That the Town of Cornwall offers every facility for an institution of this kind, its locality being nearly central, healthy and easy of communication.

Your petitioners therefore pray that you will take the claims of the Town of Cornwall, in establishing the same Normal School, into your favourable consideration.

And your petitioners, as in duty bound, will ever pray.

(Signed,) J. G. SNETSINGER,
Warden.

(Signed.) JOHN BERGIN,
County Clerk.

The Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council assembled.

The Corporation of the Town of Goderich begs leave to state, that it having been represented through the public press and otherwise, that your Government is about to establish one or more branch Normal Schools at some place or places in the western part of the Province, they desire to urge the following reasons for the location of one of the said schools at the Town of Goderich:—

1. The town is prepared to grant the necessary land to the Government for such purpose, in such part of the said town as the authorities of the Government may select or appoint.

2. The town will guarantee that in the construction of said building the material therefor will be supplied as cheaply as in any other town of its size in the Province; that brick, stone and lumber are usually lower here than in almost any other town west of Toronto, and that generally the cost of building in Goderich will compare favourably with any other town in the country.

3. That in the matter of heating, we can, without hesitation, represent the greater cheapness of all kinds of fuel, firewood being purchasable and for many years to come is likely to be at very reasonable rates, and from our means of water communication coal is purchasable at exceedingly low rates and a large supply can always readily be obtained.

4. That in all the necessary requisites for the comfort, convenience and recreation of pupils our town, we think, affords superior advantages and attraction to any others.

5. So far as sanitary considerations are concerned we think it needless to say anything, the high, dry and healthy situation of the town and its proverbial freeness from miasma and malarious diseases, and all epidemics is a sufficient guarantee against objections that can be urged on that ground.

6. The advantages of healthy exercise, such as walking, rowing, and of amusements such as yachting, fishing, riding, &c., should not be underestimated, and these can be had here to an eminent degree.

7. We need not also remind you of the further physical advantages consequent on our saline and fresh water bathing, which are now becoming of more than Provincial repute.

8. We can also confidently say that the cost of living in Goderich will compare favourably with any other place, and that good board and lodging are always obtainable at the most reasonable rates. We believe that students can live here as comfortably, agreeably and inexpensively as in any other town of equal importance.

9. That so far as religious instruction is concerned we believe that our town would supply every necessity in that respect, almost every Christian denomination is represented in this town with church accommodation for a large increase of numbers.

10. We submit that the natural attractiveness of a place should be considered in the selection of a site, and on this head, we need hardly say, that Goderich stands almost, if not altogether, unequalled by any other town in the Province, as an evidence of this we point to the fact that many wealthy Americans come here yearly to spend their holidays, many of whom with their families remain from early summer until late in the fall, and so much pleased are some of them that they have bought summer residences here, a place that for health and comfort is sought after by that class can scarcely be a less desirable residence for those desiring the advantages of a Normal School education.

11. Our town too is easily accessible both by land and water, and the many new lines of communication that are being opened up all round us, will, in addition to important conveniences in that respect, afford an increased means of communication with all parts of the western country.

12. We have further to represent that our town is more centrally situated for Normal School purposes than most other places that can be mentioned, for a majority of those who would probably choose to take advantage of it.

13. The following are, so far as can be ascertained from actual returns, the number of teachers employed in the following counties, namely,—

Bruce	170
Huron	212
Elgin	105
Perth	125
Wellington	175
Oxford	130
Grey	215
Waterloo	112
Lambton	160
Middlesex	240
Kent	125
Essex	100
In all	1869

school teachers in these thirteen counties. We can reasonably claim that teachers from the following counties would as readily and conveniently (and a great many more so) attend a school situate here, than in other towns that could be named.

Bruce	170
Huron	212
Perth	125
Wellington	175
Grey	215
Waterloo	112
Lambton	160
In all	1169 Teachers.

To these may with propriety be added the northern parts of Middlesex and Oxford, the latter being touched at several points and stations by the line of the Goderich and Buffalo branch of the Grand Trunk Railway.

In this connection we may say further that pupils from the Counties of Brant, Haldimand, and part of Welland, might the more readily attend such an institution at Goderich, with which they are in direct communication by rail, than Toronto, or any point south or further west in the direction of Windsor.

14. We may say further that neither in the Mother Country, or this, has mere centrality been the only consideration with Governments or those interested in the selection of localities—so far as our administrations for years past have determined the sites for public institutions in this country a due regard has been had to the claims and interests of localities, not concentrating them in a large central point only, but at such places as will fairly subserve the wants of the people, and at the same time stand as guarantee that the just interests of all proper localities are not disregarded. We understand that Ottawa and Kingston, or some one of these places, has been selected by your Government for the eastern School. We think in making these selections a due regard has been had for Eastern interests, and in making Goderich one of the sites for the western Schools, we think no more than an equal regard for Western interests would prevail.

15. We must call the attention of the Government to the fact that this part of the country has contributed largely to the public treasury, and its claims in that respect should be well considered.

16. In furtherance of our claims we append hereto a letter from the Department of Public Instruction for the State of New York, in which it appears that the centralising principle has not been acted upon but rather the reverse. With the exception of Albany and Buffalo, no towns of any considerable importance have been selected, the majority of of towns being small places of about the population of Goderich.

17. There are now about one thousand pupils attending our schools here, and we feel confident that if Model School facilities were offered to our people they would be largely taken advantage of and the school itself would be self-sustaining.

18. We urge also, notwithstanding objections to the contrary, that parents have less objection to sending their sons and daughters to a town like this for their education, than to a large city: the temptations are not so great, but whether they be or not, the idea, prejudice it may be, exists, which cannot readily be eradicated, that the morality of their children is insured in a small town, when very unsafe in cities; and a very important consideration with many, in regard to their selection too, is the fact, that the costs of living is much cheaper in the country than in the city.

These are a few of the reasons we urge upon Government in favour of selecting this town for the institution we have named, which if they do, will be received as an earnest that this administration is in favour of doing equal justice to all parts of this great Province. We confidently hope that we shall receive that justice which if denied us—with the advantages we offer—will be anything but encouraging to our people.

HORACE MORTON.

Mayor.

J. S. Sinclair.

STATE OF NEW YORK,
DEPARTMENT OF PUBLIC INSTRUCTION,
SUPERINTENDENT'S OFFICE,
ALBANY, November 15th, 1872.

DEAR SIR,—Your letter in regard to Normal Schools, addressed to the Secretary of State, has been referred to me for answer.

We have eight State Normal and Training Schools, located as follows:—

At Albany City, having a population of............	70,000
" Oswego " " " " "............	21,000
" Buffalo " " " " " about.....	118,000
" Brockport, village " " " " "	4,000
" Cortland " " " " "	3,000
" Fredonia " " " " "	4,000
" Potsdam " " " " "	4,000
" Genesee " " " " "	3,000

The school at Albany is the oldest and the one at Oswego next. In locating the others propositions tendering to the State, sites and means for erecting the buildings, in consideration of the location, were invited and received from all towns and cities that chose to make them. The character of those offers, I think, had more influence than the relative size of the competing towns, in determining the locations, while attention was given to a convenient distribution of the schools through the State.

In the smaller towns, living is somewhat cheaper for students, and there is, perhaps, more local pride and interest in the schools. In other respects I do not know that small towns offer any advantages over cities. In any case, however, there should be a sufficient number of children, in the locality selected, to form graded training classes for the practice of Normal students.

Your obedient servant,

(Signed,) ABRAM B. WEAVER,

Superintendent.

Mr. J. R. Miller, Inspector Public Schools,
Goderich, Ontario, Canada.

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario, in Council Assembled.

MAY IT PLEASE YOUR EXCELLENCY,

The Memorial of the Mayor and Corporation of the Town of Stratford

HUMBLY SHEWETH,

That throughout the western counties of this Province, the want of a much larger number of thoroughly trained teachers for our Public Schools has been greatly felt.

That the high standard of qualification required to get a certificate and the growing importance attached by the public to the profession of teaching demand that intending teachers have every facility to fit themselves for their important calling.

That while we owe much of the efficiency of our Schools to the large number of teachers sent from the Provincial Normal School at Toronto, the supply of trained teachers is vastly too small to meet the wants of our Schools.

That in the opinion of your Memorialists, by establishing a Normal and Model School in this section of the Province, you would very largely benefit our Public Schools, and confer a real blessing on the people.

That Stratford being nearly in the centre of the Western Peninsula of the Province, and being of easy access from every point of the same, and being in all respects suitable for the establishment of an extensive "Model School," without which a Normal School would be of little use, is therefore the most desirable location for such Normal and Model Schools, in the Western Section of the Province.

We, therefore, humbly petition that your Excellency will graciously give your early and favourable consideration to the establishment of a Normal and Model School in the town above named.

And your Memorialists, as in duty bound, will ever pray,

(Signed) J. A. MCCULLOCH.
Mayor.
[Seal.]

Stratford, November 16th, 1872.

OFFICE OF COUNTY CLERK,
BROCKVILLE, 29th Nov., 1872.

SIR,—I have the honour to transmit herewith the petition of the County Council of Leeds and Grenville, respecting the Normal School to be established in the eastern section of this Province, which I will thank you to lay before His Excellency the Lieutenant-Governor in Council at your earliest possible convenience.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) JAMES JESSUP,
County Clerk.

The Honourable The Provincial Secretary,
Toronto.

To His Excellency The Honourable William P. Howland, C. B., Lieutenant-Governor of the Province of Ontario in Council.

The Petition of the Council of the Corporation of the United Counties of Leeds and Grenville,

HUMBLY SHEWETH :

That the eastern section of this Province is sadly in need of a Normal School, and that your Excellency's advisers being convinced thereof, have decided on recommending the erection of the necessary buildings.

That your Petitioners request that Brockville may be selected for the site of the said Normal School for the following reasons :—

1. The eastern section of Ontario may be assumed as lying to the east of the County of Hastings, and Brockville is almost exactly central between Prince Edward's and Glengarry Counties, the western and eastern boundaries respectively, while Renfrew, Lanark and Carleton radiate around it from north-west to north-east.

2. If population be a test Brockville is also the centre : thus, on the west we have Prince Edward, Lennox, Addington and Frontenac with a population of 65,378, and on the east Russell, Prescott, Stormont, Dundas and Glengarry, with a population of 66,975, while the northern Counties of Renfrew, Lanark and Carleton furnish 72,186, and at the same time the United Counties of Leeds and Grenville, in which Brockville is situated, contain a population of nearly 60,000.

3. Brockville is the only town in the eastern section accessible from all parts by a single line of railway, being connected to the east and west by the Grand Trunk, and to the north by the Brockville and Ottawa and Canada Central.

4. In a sanitary point of view Brockville has no compeers, a great desideratum to students, who can there breathe pure air, and find plenty of exercise in rowing among the Thousand Isles of the St. Lawrence.

5. A site could be procured in Brockville at less expense than at Kingston or Ottawa, while board and lodging for students would also be procured at less cost.

6. The large school population of the town would also afford every facility for furnishing an ample supply of pupils for the Model School department of the Normal institution.

That for the foregoing reasons we trust that Your Excellency's advisers will decide on recommending Brockville as the most suitable locality for the site of the Eastern Normal School.

And your Petitioners, as in duty bound, will ever pray.

Done in open Council at the Town of Brockville, the Thirteenth day of November, A. D. 1872.

(Signed,) RICHARD PRESTON,
Warden,

[Seal.]

(Signed,) JAMES JESSUP,
Clerk.

WOODSTOCK, 21st December, 1872.

SIR.—Would you please inform me if the Government would receive a deputation from the Town of Woodstock, on the ninth of January next.

The deputation intends to submit for the consideration of the Government, the advantages which they think they may, with all fairness, bring forward in favour of Woodstock being selected for the location of the Western Normal School.

I enclose a memorial from the High and Public School Boards relative to this matter.

I beg to refer you to the letter of the Town Clerk of the 26th October last.

I have the honour to be,
Sir,
Your most obedient servant,
WILLIAM GREY

To the Honourable T. B. Pardee,
Provincial Secretary, Toronto.

To the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council.

The memorial of the High and Public School Board of the Town of Woodstock

SHEWETH :—

That your memorialists have learned with pleasure that in order to meet the increasing educational wants of the Province of Ontario, it is the purpose of the Government to establish two additional Normal Schools—an Eastern and a Western one—for the training of Public School Teachers—

That your memorialists with great confidence solicit the attention of the Government to the claims of Woodstock, in the County of Oxford, as a most suitable site for the Western Institution, and that in view of its geographical position and readiness of access from all points; the healthiness and pleasantness of the region surrounding it, unsurpassed by any in Canada, and the varied conveniences which an institution of the kind contemplated, could enjoy in Woodstock, as well as the great facilities for diffusing its influence and extending its advantages effectively from such a central position. Your memorialists in the interests of the public and of the institution itself, as also in the interests of the cause of education in Western Ontario, request the earnest and favourable attention of the Government to the claims of Woodstock.

And your memorialists, &c., &c.,

(Signed,) G. C. FIELD,
Chairman High School Board.

(Signed,) WILLIAM NASMYTH,
Chairman Public School Board.

To His Excellency the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council assembled.

MAY IT PLEASE YOUR EXCELLENCY.

The memorial of the undersigned, the Mayor and Town Council, the members of the Board of School Trustees, and other inhabitants of the Town of Prescott,

HUMBLY SHEWETH:—

That at present there is only one Normal School in Ontario, whereas in the State of New York there are no less than eight large and flourishing institutions; and that in the opinion of your memorialists it would greatly conduce to the interests of education to establish at least two additional Normal Schools—one in the western and another in the eastern part of the Province.

That the Town of Prescott from its central position in Eastern Ontario, the facility of access to it both by railway and steamboat, the acknowledged salubrity of the place, on the bank of our noble St. Lawrence—the cheapness of living, as compared with cities or larger towns, and the choice of excellent and commanding sites which it affords, possesses very strong claims to be selected as the locality of the Eastern Institution.

That whatever may be urged in favour of other places as regards their central position, there is actually no place in Eastern Ontario more centrally situated than Prescott, and that it possesses a peculiar and pre-eminent advantage in a handsome and commodious Public School Building erected in a part of the town where one of the finest sites in Canada could be obtained for a Normal School, with which said Public School could be connected as Model School for the practical training of teachers.

That no good reason exists for preferring a city to a town or a large town to a small one as the site of the proposed institution, on the contrary, it has been found by experience that a place like Prescott, of inconsiderable size, being free from many of the distractions and temptations which a larger town presents, is on that account better adapted for the purposes of a Normal School; and, as a proof of this, your memorialists can confidently refer to the fact that of the eight Normal Schools in the State of New York only three are in cities the remaining five are in villages of from 2,000 to 3,000 inhabitants. On this subject the Honourable Abram B. Weaver, Superintendant of Public Instruction for the State of New York, and one of the most eminent educational authorities in the United States, gives it as his opinion that if the location of a Normal School be central it is preferable to have it located in some place other than a city.

That the absence of public lectures, public libraries, Parliamentary discussions and other distractions from purely professional study is one of the main grounds on which your memorialists rest the superior claims of Prescott to be selected as the site of an institution which ought to contain within itself all that is proper and necessary for the students both as regards lectures and books.

In consideration of all these facts, your memorialists respectfully submit that the advantages of Prescott are unsurpassed by any other place competing for the location of the Normal School building. And feeling satisfied your Excellency cannot fail duly to estimate these considerations.

Your memorialists, as in duty bound will ever pray.

Wm. Patrick,
Mayor.

For self, members of town council, board of school trustees, and others.

The Memorial of the Inhabitants of the County of Oxford.

To His Excellency the Lieutenant-Governor of the Province of Ontario in Council.

May it Please Your Excellency,

Your memorialists understand that it is the intention of Your Excellency's Government to establish a Normal School in some suitable place in the western portion of the Province.

Your memorialists think that the advantages which the Town of Woodstock possesses as the site of the proposed school are such as to warrant your memorialists in laying a few of these considerations before your Excellency.

Woodstock is situated in the centre of the western portion of the Province, and it is well known as being a healthy and pleasant locality. It is accessible at all seasons by means of the Great Western Railway, and in a short time will be the centre of a perfect system of railway communication. It has a good market always plentifully supplied, and a site for the necessary buildings could be obtained at a nominal figure.

The County of Oxford, in which Woodstock is situated, is one of the largest (48,000) and wealthiest counties in the Province, and has hitherto failed to attract the attention of the Executive as with all its advantages no public institution is found within its limits.

Your memorialists therefore hope that your Excellency will locate the proposed school in the Town of Woodstock.

And your memorialists, as in duty bound, will ever pray.

(Signed,) William Grey,
Mayor of Woodstock.
(Signed,) John Greig.
(Signed,) John W. Kelly.
(Signed,) H. Parker,
Warden County of Oxford.

And one thousand nine hundred and seventy-six others.

(No. 35.)

STATEMENT of the affairs of the Gore District Mutual Fire Insurance Company for the year 1872. (*Not printed*).

STATEMENT

Of the Returns forwarded to the Office of the Provincial Secretary of all Fees and Emoluments received by the Registrars of Ontario for the year 1872, made in accordance with the Provisions of the Statutes of Ontario, 31 Vic., Cap. 20, Sec. 74.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th February, 1873.

STATEMENT of the Returns forwarded to the Office of the Provincial Secretary of made in accordance with the provisions of Statutes of Ontario, 31 Vic , Cap. 20,

OFFICE.	REGISTRAR.	Number of Municipalities in the District.	Number of Instruments registered during the year 1872.	Number of Instruments registered during the year 1871.	Amount of Fees	
					Total for Registrations under Sub-Secs. 1, 6, 9, 12, 13.	For Searches, Sub-Secs. 2, 3, 11.
					$ cts.	$ cts.
1. Algoma District	John Savage	Not r	eceived.	....	....	....
2. Brant	T. S. Shenston	7	1779	1770	2444 20	185 35
3. Bruce	John McLay	17	3152	2715	4174 00	308 00
4. Carleton	Edward Sherwood	12	2879	1543	2893 50	241 55
5. Dundas	John Pliny Crysler	6	972	873	1251 15	17 85
6. Durham, East Riding	George M. Ward	4	927	994	114 60	314 45
7. Do West Riding	Robert Armour	5	874	789	1299 03	156 15
8. Elgin	John McKay	10	2891	2728	3930 71	294 95
9. Essex	John A. Askin, eleven and a half months	14	2673	2448	3455 31	332 01
	James Wallace Askin, one-half month	....	69	....	91 94	5 50
			2742	....	3547 25	337 51
10. Frontenac	Jas. Durand, 5 months	18	498	1080	849 85	162 00
	Rod. McBain Rose, 7 do.	....	573	....	....	218 45
			1071			380 45
11. Glengarry	Alexander McKenzie	4	492	442	650 35	139 00
12. Grenville	Wm. J. Scott	8	1199	1101	1645 80	91 95
13. Grey, North Riding	Thomas Lunn	10	2105	2898	2797 15	88 00
14. Do South do	Thomas Lauder	8	1622	516	2024 55	48 70
15. Haldimand	A. P. Farrell	13	1406	1552	1888 95	386 48
16. Halton	Thomas Racey	7	1478	1209	1969 30	294 45
17. Hastings	W. H. Ponton	30	2597	2922	3566 75	362 90
18. Huron, North Riding	William T. Hays	10	2462	485	....	61 20
19. Do South do	James Dickson	8	1647	3439	1929 85	138 40
20. Kingston, City	E. J. Barker	1	396	350	597 13	125 87
21. Kent	Peter D. McKellar	14	4120	3681	5485 85	420 05
22. Lambton	Thomas W. Johnston	14	3692	3462	5392 80	766 40
23. Lanark, North Riding	John Menzies	7	816	659	1171 80	55 75
24. Do South do	James Bell	10	1051	915	1595 30	238 00
25. Leeds	Ormond Jones	14	1746	1628	2430 94	87 78
26. Lennox and Addington	M. P. Roblin	12	1275	1267	1942 45	205 80
27. Lincoln	John Powell	10	2143	1777	3135 45	106 23
28. London, City	W. C. L. Gill	1	1321	1191	1829 15	320 00
29. Middlesex, E. & N. Riding.	James Ferguson	12	3566	4082	4720 20	397 65
30. Do West do	Stephen Blackburn	7	1539	508	2008 80	123 55
31. Muskoka	C. W. Lount	7	706	266	856 00	25 25
32. Nipissing	John Doran	....	34	4	46 60	6 25
33. Norfolk	F. L. Walsh	8	2314	1914	3245 32	306 85
34. Northumberland, E. Riding	J. M. Grover	7	1463	1234	1979 20	110 15
35. Do W. do	W. H. Eyre	5	912	921	1306 55	105 00
36. Ontario	John Ham Perry	14	3112	2324	4492 85	404 20
37. Ottawa, City	Alexander Burritt	1	1390	1138	2200 45	415 85
38. Oxford	James Ingersoll	15	3216	2954	4661 34	343 25
39. Parry Sound District	Patrick McCurry	2	205	....	324 75	16 25
40. Peel	D. F. Campbell	7	1367	1306	1906 87	156 15

all Fees and Emoluments received by the Registrars of Ontario for the year 1872, Sec. 74; with which are contrasted Receipts of the same nature in 1870 and 1871.

received under the Tariff as allowed by Sub-Sections 1 to 13 of Section 70 of the Act.					Gross Amount of Fees Proper, 1872.	Gross Amount of Fees Proper, 1871.	Gross Amount of Fees Proper, 1870.
			Special Receipts.				
For Abstracts, Sub-Sec. 4.	For Certificates, Sub-Sec. 5.	For Affidavits and Oaths, Sub-Sec. 10.	For Abstract Indices, Sub-Sec. 8.	For work connected with transfer of instruments, and paid for by County Treasurer, Sub-Sec. 7.			
$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
.....	.....	.....	.....	.....	.....	104 35	104 35
315 45	All Search Certificates charged with the Abstracts	9 50	None d	uring the year.	2954 50	3223 60	3153 20
1090 00	.....	.....	None	None	5579 00	5181 25	4692 25
289 33	47 90	.....	None	None	3472 28	2963 70	2633 95
38 65	23 25	20 75	None	None	1351 65	1250 15	1164 15
Charg'd with Searches.	Deeds, Mortgages, 1083 55	Releases of Mortgages, 132 75	None	None	1645 35	1773 73	1621 99
309 20	None	None	None	None	1764 38	1733 10	1604 49
313 65	5 25	6 00	None	None	4550 54	4613 85	3700 20
.....	.....	.....	.....	None	.....	4017 78	3158 90
465 91	15 00	7 45	1791 50	None	4275 68		
7 35	0 25	.....	.....	None	105 04		
473 26	15 25	7 45	1791 50	None	4380 72		
.....	.....	.....	None	None	890 25		
.....	.....	.....	.....	.....	1068 30	1907 90	1695 30
					1958 55		
37 70	3 75	41 35	None	None	872 15	787 38	770 33
236 40	9 75	9 75	900 00	None	1993 65	1686 60	1450 88
566 45	34 60	1 50	.....	.....	3487 70	5269 85	5417 35
381 75	49 95	.....	None	None	2504 95	879 80	.....
243 26	1 25	13 75	.....	None	2533 69	2675 30	1865 78
145 40	16 25	2 50	None	None	2367 90	2145 80	2101 10
558 50	75 50	22 25	None	None	4585 90	4328 84	3642 51
736 22	23 95	2 25	None	None	4100 82	839 20	.....
350 05	12 50	2 25	None	573 00	2433 05	5533 30	6103 44
34 72	20 25	.....	None	None	777 97	723 00	631 81
1141 80	10 50	7 25	None	None	7065 45	6400 89	4872 67
967 00	85 00	4 00	None	None	7131 05	5833 80	5131 12
19 25	None	4 25	None	None	1250 80	1076 80	1006 00
89 80	11 75	4 50	None	2 94	1939 35	1580 10	1377 05
182 00	162 65	30 25	None	None	2893 62	2730 01	2424 16
309 60	6 75	5 75	None	None	2470 35	2179 95	2200 85
353 45	13 20	2 00	None	None	3610 33	3004 55	2735 46
92 06	Copies 64 60	1 75	None	None	2308 56	2111 91	1963 53
653 80	17 75	5 50	None	None	5794 90	7021 18	7450 06
553 63	113 75	5 25	5 21	None	2804 98	942 19	.....
99 80	Charged with Abstracts.	.....	None	None	981 05	510 59	228 65
12 65	.....	.....	None	None	65 50	5 85	9 15
320 93	None	Included in Registrations.	.....	.....	3783 08	3146 17	2488 48
612 40	33 80	6 00	None	None	2741 55	2325 10	2028 76
441 42	1 50	2 00	None	None	1856 47	1912 93	1859 40
1532 60	92 50	0 50	None	None	6522 65	4570 50	4566 41
326 15	58 50	.....	None	None	3000 95	2417 80	1679 65
1309 02	28 00	16 00	None	None	6357 61	5522 76	5201 94
0 25	30 00	31 75	None	None	403 60	.....	.....
523 99	8 75	0 25	None	None	2596 01	2466 06	2700 81

STATEMENT of the Returns forwarded to the Office of the Provincial Secretary of
made in accordance with the provisions of Statutes of Ontario, 31 Vic. Cap. 20,

OFFICE.	REGISTRAR.	Number of Municipalities in the District.	Number of Instruments registered during the year 1872.	Number of Instruments registered during the year 1871.	Amount of Fees	
					Total for Registrations under Sub-Secs. 1, 6, 9, 12, 13.	For Searches, Sub-Secs. 2, 3, 11.
					$ cts.	$ cts.
41. Perth, North Riding	Samuel Robb	8	1772	2277	2545 35	227 11
42. Do. South do	Patrick Whelihan	7	1333	325	1658 90	110 30
43. Peterborough	Charles Rubidge	33	1675	1492	2347 90	571 80
44. Prescott	John Higginson	8	905	756	1247 05	74 20
45. Prince Edward	J. P. Roblin	9	1063	994	1449 55	118 33
46. Renfrew	Andrew Irving	23	1328	914	1852 45	193 05
47. Russell	James Keays	[illegible]	445	471	658 79	8 75
48. Simcoe	George & Samuel Lount.	23	5194	4929	6509 41	639 94
49. Stormont	John Copeland	5	727	609	1012 65	196 00
50. Thunder Bay District	Delevan Van Norman	4	Not receiv'd.	106	....	....
51. Toronto, City	Charles Lindsey	1	4155	3968	6350 10	1237 90
52. Victoria	H. Dunsford	17	2543	2427	3312 60	235 30
53. Waterloo	D. McDougall	11	1955	1611	2844 20	234 65
54. Welland	D. D'Everardo	14	1742	1733	2568 90	436 99
55. Wellington, North Riding.	John Anderson	8	1668	346	2344 25	62 35
56. Do S. and C. do	James Webster	12	2812	3761	3603 10	361 75
57. Wentworth	John H. Greer	19	3662	4143	5181 08	309 10
58. York, South Riding	John Ridout	8	1813	1791	2751 79	428 06
59. Do North do	James J. Pearson	8	1321	1275	1911 55	243 20
			104792	95013		
			1872.	1871.		

NOTE.—The Offices may be generally classified as under :—

Receipts
Over $8000—(1)—City of Toronto.
Over $7000 and under $7500—(4)—Kent, Lambton, Simcoe and Wentworth.
Over $6500 and under $7000—(1)—Ontario.
Over $6000 and under $6500—(1)—Oxford.
Over $5500 and uuder $6000—(2)—Bruce and East and North Ridings of Middlesex.
Over $5000 and under $5500—None.
Over $4000 and under $5000—(6)—Elgin, Essex, Hastings, North Huron, Victoria and South and Centre Wellington.
Over $3000 and under $4000—(10)—Carleton, North Grey, Lincoln, Norfolk, City of Ottawa, North Riding of Perth, Waterloo, Welland, North Riding of Wellington, South Riding of York.
Over $2000 and under $3000—(15)—Brant, South Riding of Grey, Haldimand, Halton, South Riding of Huron, Lennox and Addington, Leeds, City of London, West Middlesex, E. R. Northumberland, Peel, South Riding of Perth, Peterborough, Renfrew, North Riding of York.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th February, 1873.

all Fees and Emoluments received by the Registrars of Ontario for the year 1872. Sec. 74; with which are contrasted Receipts, &c.——*Continued.*

received under the Tariff as allowed by Sub-Sections 1 to 13 of Section 70 of the Act.					Gross Amount of Fees Proper, 1872.	Gross Amount of Fees Proper, 1871.	Gross Amount of Fees Proper, 1870.
			Special Receipts.				
For Abstracts, Sub-Sec. 4.	For Certificates, Sub-Sec. 5.	For Affidavits and Oaths, Sub-Sec. 10.	For Abstract Indices, Sub-Sec. 8.	For work connected with transfer of instruments, and paid for by County Treasurer, Sub-Sec. 7.			
$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
495 50	29 05	....	None	297 15	3297 01	4098 32	4262 75
392 15	136 40	....	None	1387 10	2297 75	590 80	....
Included in Searches.	....	....	None	None	2919 70	2852 70	2315 10
30 95	23 65	0 75	None	None	1376 60	1112 05	1063 60
161 96	5 25	35 25	None	None	1770 34	1734 41	1731 54
154 25	14 50	3 00	None	None	2217 25	1495 22	1339 90
83 45	....	35 00	None	None	785 99	861 79	422 80
Included in Searches.		....	None	None	7149 45	7692 68	6855 70
82 35	10 50	16 25	None	None	1317 75	1055 25	890 68
....	....	....	None	....	....	167 27	....
347 80	192 65	....	None	None	8128 45	7835 98	6848 55
619 92	....	....	None	None	4167 82	4172 46	3349 29
380 90	27 50	16 75	None	None	3504 00	2788 20	2361 09
518 15	....	....	None	None	3524 04	3921 91	3445 03
730 95	4 75	9 00	None	None	3152 30	653 90	For three months only.
612 75	111 85	Included in Searches.	None	473 15	4689 45	6665 32	6134 05
1907 94	26 20	15 75	None	None	7440 07	6779 83	5919 21
413 85	54 25	5 00	None	None	3652 95	3591 31	3262 34
337 95	6 75	0 50	None	None	2499 95	2265 51	2193 20
					183783 48	167899 80	147830 95
					1872.	1871.	1870.

Over $1000 and under $2000—(11) Dundas, Durham East, Durham West, Frontenac, Grenville, North Riding of Lanark, South Riding of Lanark, West Northumberland, Prescott, Prince Edward, Stormont.
Over $500 and under $1000—(4) Glengarry, City of Kingston, Muskoka, Russell.
Under $500—(1)—Parry Sound District.

Returns have not as yet been received for 1872 from the Algoma and Thunder Bay Districts.

The total number of instruments registered in 1872 shows an increase of 9,779 over the number for 1871, and of 21,685 over that of 1870.

The total amount of fees received in 1872 shows an increase of $15,883 68 over the amount returned in 1871, and of $35,952 53 over that for 1870.

In some cases, the increase of fees is attributable to the transference of property consequent on the construction of Railways. In others, by the formation of Oil Companies, and the registration of sales of settlers' pine and other timber rights. The Registrar of Norfolk reports having received a large amount of fees in 1872 for work done in the previous year. As heretofore, however, the large increase of fees evidenced in the great majority of offices is due to the existence of a general state of prosperity, whence has sprung an increased demand for village and town lots, resulting in the subdivision of several large estates in various localities.

I. R. ECKART,
Assistant Secretary.

RETURN

(In so far as are concerned "The Public Debt and Assets.")

To an address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he would cause to be laid before the House copies of all correspondence, not already brought down, between His Excellency and the Canadian Government, and between the Governments of Ontario and Canada, touching any address of this House, or touching Immigration, or touching the Public Debt and Assets.

By Command,

M. C. CAMERON,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, January 5th, 1871.

Honourable J. G. Robertson to Honourable E. B. Wood.

TREASURY DEPARTMENT,
QUEBEC, January 17th, 1870.

SIR,—Your favour of the 12th instant, with printed copy of your letter to the Minister of Finance, of 2nd November last, reached me only this morning.

The printed report of the Select Committee, referred to in your letter of the 7th instant, I have not received as yet.

The documents received will receive my due consideration.

I am,
Your most obedient servant,
(Signed) J. G. ROBERTSON,
Treasurer.

Honourable E. B. Wood, Treasurer, Ontario,
Toronto.

Honourable Sir Francis Hincks to Honourable E. B. Wood.

FINANCE DEPARTMENT,
OTTAWA, 20th January, 1870.

SIR,—I have the honour to acknowledge the receipt of your letters of the 20th November and the 12th instant, the former transmitting "a revised statement of the debt of the late Province of Canada," and the latter calling my attention "to the determining definitely the debt of the late Province of Canada."

I am most anxious that the final adjustment of the debt should take place with as little delay as possible, but before I could take any further action in the matter it was desirable to ascertain whether the statement of the Quebec Government was in accordance with yours.

I regret to find from a statement of their case forwarded by the legal advisers of the Quebec Government that claims have been announced in contravention of the terms agreed upon at Montreal, and embodied in the statement officially furnished by the Treasurer of Quebec.

This has been one cause of the delay which has taken place.

As between the Dominion Government and the old Province of Canada you have been made aware that there are still items to be furnished, which I hope will in a few days be completed, for which the late Province of Canada is liable.

On reference to the two statements furnished by Quebec and Ontario, I find that there are but four items which have not yet been sanctioned by the Dominion Government, and which are claimed as deductions by both Ontario and Quebec.

The first of these is the Cataraqui property ($6,584 54), which of course will be allowed; the second is the Gratuities ($22,819 10), which, though in equity a charge against Canada, will not, I hope, be pressed by the Dominion. The third is the Hydraulic rents ($101,784 44), which both Ontario and Quebec claim as a fair deduction at the full amount at which it stands in the books of the Province, without reference to the deductions claimed by the debtors.

It strikes me that the language of the resolution adopted at the Montreal conference is in favour of the view taken by the Dominion, but as there will possibly be some matters to adjust after our final claim is sent in, this may be considered at the same time. The other item is the "Roads and Harbours," $202,377 63.

This is a matter peculiarly affecting the Province of Ontario.

There is no reason why the Dominion should deduct these claims at their face, or at any more than they are worth, and they are worth more to Ontario than to the Dominion, as you have an opportunity of deducting from the municipalities any debt they may owe.

It would facilitate a settlement of this item if you could name an amount at which your Government would take over the claims.

Besides this discrepancy between the Dominion and the two Provinces, there are two items on which Quebec and Ontario differ, viz.: the Improvement Fund, $101,771.68; and the $12,928 37, being the amount to be expended by Ontario out of the payments made by the Canada Land and Emigration Company.

It would, I think, be desirable to have a final conference on all these points, and on the final accounts to be rendered on behalf of the Dominion prior to the time fixed for the arbitration between Quebec and Ontario.

I can only repeat that I am most anxious to come to a final settlement of the accounts.

I have the honour to be, Sir,
Your obedient servant,
(Signed) FRANCIS HINCKS,
Minister of Finance.

To the Honorable E. B. Wood, Treasurer, Ontario.

Honourable J. G. Robertson to Honourable E. B. Wood.

TREASURY DEPARTMENT,
QUEBEC, 21st January, 1870.

SIR,—I have the honour to acknowledge the receipt of your letters of the 7th and 12th January instant, referring to the amounts which you pretend should be added to the Statement of the Debt of the Province of Canada as due, one to the Canada Land and Emigration Company and the other to the Upper Canada Improvement Fund, and also the Report of the Select Committee on the Land Improvement Fund and the Return to an Address of the Legislative Assembly of Ontario, respecting the purchase of ten townships *en bloc* by the Canada Land and Emigration Company.

A careful and attentive perusal of these documents as well as of chap. 26 of the Consolidated Statutes of Canada, leaves no doubt in my mind that the pretensions of Ontario are unfounded and inadmissible.

The claim of the Canada Land and Emigration Company is at least but a contingent one, the existence of which depends upon the construction of the roads, and which moreover may be compensated by the forfeiture or extra price of 2s. 6d. per acre, which the company is bound to pay as a penalty for non-performance of settlement duties during the time specified. If owing to recent action of the Government of Ontario it is found proper to discharge the Canada Land and Emigration Company, as it demands by its Petition of the 22nd August, 1868, from its obligation, the Province of Quebec cannot be called upon to contribute, which it would if that sum was added to the debt of the Province of Canada.

The whole, under the British North America Act, 1867, passed with the lands to Ontario, which is bound to meet the claim if any is hereafter made good, and to enforce the execution of the contract or get the extra price stipulated as a penalty for its non-fulfilment.

As to the sum which you propose to add to the amount set down in the Statement of Affairs as due to the Upper Canada Improvement Fund. The Fund, under the law, and the Order in Council, was to be composed, not of the amounts due by the purchasers of the lands, but of those received by the Crown Lands Department during its existence.

The Receiver-General, under the Order in Council, could set apart, as therein directed, only the amounts which he had actually received.

Independently of these considerations the introduction of such pretensions not alluded to in the conference at Montreal would involve the re-opening of the whole question as respects the surplus debt, which, if once done, it is impossible to say where it might end.

As I have before said, if such question is re-opened, the whole ground may have to be gone over, when Quebec will claim the privilege of putting in claims for consideration in the discussion of the same.

I have the honour to be, Sir,
Your obedient servant,
(Signed) J. G. Robertson,
Treasurer, Province of Quebec.

Honourable E. B Wood, Treasurer,
Province of Ontario, Toronto.

From John Langton to Honourable E. B. Wood.

Audit Office,
Ottawa, February 4th, 1870.

Sir,—I am instructed by the Minister of Finance to furnish you with a statement of the debt of the Province as it stands in our books, in which no deduction has as yet been made for arrears of hydraulic rents and road securities. Taking the balance as in your statement without these deductions, or that claimed by you on account of gratuities in the Senate, and without the additions proposed by you for Improvement Fund and the Haliburton purchase, all which are reserved for future consideration, it would stand

at		$10,751,935 04
Deduct amounts erroneously charged against the Province in 1867–8, on account of payments against old appropriations which have already been charged against the debt and credited to Ontario and Quebec, viz.: Colonization Roads, Quebec,	$3,127 00	
Agricultural Instruction, Ontario	100 00	3327 00
		$10,748,608 04
Add Glyn, Mills and Co., Suspense Account.		17,498 25
" Baring. Bros. and Co., do		32,788 34

Expenditure 1868-9, per Statement	$23,379 90	
Less receipts	1,237 37	22,142 53
Expenditure to December 31st, 1869	$8,944 62	
Less receipts	972 90	7,971 72
		$10,829,008 88

The Suspense Account consists of old questions in the agents' accounts as to the correctness of which doubts had arisen. They have been brought under the notice of the agents by successive Ministers of Finance, and they are now admitted. The whole amount has already been deducted from the debt in the banking accounts, and is now written off.

I have the honour to be,
Your obedient servant,
(Signed) J. LANGTON.

The Honourable E. B. Wood,
Treasurer, Toronto.

Honourable J. G. Robertson to Honourable E. B. Wood.

RUSSELL'S HOTEL,
OTTAWA, February 16th, 1870.

SIR,—As it is necessary, in order to proceed with the arbitration between the Provinces of Ontario and Quebec, that the amount of the surplus debt of the former Province of Canada, over the $62,500,000 assumed by the Dominion, should be ascertained and agreed upon, at as early a period as possible, I have to suggest that the representatives of the two Local Governments interested should address the Honourable Finance Minister of the Dominion, requesting a conference with as little delay as possible for the purpose of considering the question of such surplus debt.

Perhaps a joint-note from yourself and me might answer the purpose, or if you make arrangements with Sir Francis, I will be ready to meet him and yourself at any time you may fix—the earlier the better.

I am your most obedient servant,
(Signed) J. G. ROBERTSON,
Treasurer, Province of Quebec.

Honourable E. B. Wood,
Treasurer, Province of Ontario.

Honourable E. B. Wood to Honourable Sir Francis Hincks.

OTTAWA, 3rd March, 1870.

SIR,—I have the honour to request that you will be good enough to inform me, with as little delay as convenient, whether or not the item of the Upper Canada Improvement Fund, consisting of moneys received by the late Province of Canada between the 6th March, 1861, and the 1st July, 1867, on Crown and School Lands in Upper Canada, sold between the 14th June, 1853, and the 6th March, 1861, are to be allowed in the debt of the late Province in the manner I have on so many occasions pointed out it should be.

The item of the Canada Land and Emigration Company, $12,928 37, is so clearly a liability of the late Province, and hence of the Dominion, that I am quite content that it should be struck out of the debt and assumed by the Dominion for the reasons assigned by you in conversation yesterday, namely, that it is a contingent liability and may never become payable. If, in respect of this item, the Canada Land and Emigration Company should ever call upon the Government of Ontario for payment, that Government will examine into the facts, as to whether or not, under the conditions of purchase from the Crown Lands Department, the Company is entitled to payment, and certify accordingly to the Government at Ottawa, to which the Company will be referred for payment.

Awaiting your reply to the first paragraph of this letter.

I am,
Sir,
Your obedient servant,
(Signed) E. B. Wood.

The Hon. Sir Francis Hincks,
Minister of Finance.

Honourable E. B. Wood to Honourable Sir Francis Hincks.

Ottawa, 3rd March, 1870.

Sir,—I have the honour to call your attention to an item proposed to be placed in the debt of the late Province of Canada, namely, "Seigniorial indemnity to Townships $756,710." It is not necessary for me to explain the origin of this indebtedness of the late Province to the Townships in Lower Canada. "The Seignorial Act of 1859," 22 Vic., c. 48 and the "Municipal Loan Fund Act of 1859," 22 Vic., c. 15, will fully explain the cause and origin of the debt.

The item is put down in the proposed statement of debt at the sum I have mentioned.

By reference to the Seigniorial Act of 1859, 22 Vic., c. 48, sec. 8, you will see that provision is made for discharging the capital debt due any Seignior, by paying to the Seignior with the consent of the Provincial Government and of the Seignior, 75 per cent. of the capital. But it is not in the power of the Government to compel the Seignior to accept such payment in satisfaction. It could be done only with the consent of the Provincial Government and of the Seignior. Note the language employed in sec. 8 referred to: "with the consent of the Provincial Government and of the Seignior."

But a different rule is laid down in respect of the indemnity to the Townships. By reference to the Municipal Loan Fund Act of 1859, 22 Vic., c. 15, sec. 5, sub-sec. 2, absolute power is given to the Government at any time it may see fit, to discharge the capital by paying 75 per cent. thereof. It reads thus:

"It shall be lawful for the Governor-General in Council to direct the Receiver General "to pay the capital of the yearly sum coming to any such townships or to the said town, at "the rate of seventy-five per cent. of such capital, in discharge of the whole."

It must be borne in mind that the Seignorial Act of 1859, and the Municipal Loan Fund Act of 1859, were co-temporaneous Acts, and passed through the Legislature together, "*pari passu*," the one correlated to and explaining the other. Now compare the language of 22 Vic., c. 48, sec. 8 with that of 22 Vic., c. 15, sec. 5, sub-sec. 2, above quoted, and mark the difference. In the former, *the consent of the Seigniors is requisite* to entitle the Government to make the payment of 75 per cent in the discharge of the whole capital. In the latter no such consent of the Townships is necessary, but it rests absolutely with the Governor in Council. Neither is the section controlled or modified by anything that goes before or comes after it.

You no doubt anticipate the inevitable inference and conclusion which must follow. In stating the debt of the late Province of Canada, the item of indemnity to townships cannot stand at $756,710, the "whole" capital, but must be reduced by 25 per cent., or stated at 75 cents on the dollar, making it $567,532 50, for the whole capital can be discharged by the present payment of that sum, and could have been so discharged, on the first of July, 1867.

You will, therefore be good enough to have this item corrected, in the statement of debt, before it passes the Privy Council.

I am,
Sir,
Your obedient servant,
(Signed) E. B. Wood.

Honourable Sir Francis Hincks,
Minister of Finance, Ottawa.

Honourable E. B. Wood to Honourable Sir Francis Hincks.

OTTAWA, 3rd March, 1870.

SIR.—As your Department is about completing the public accounts for the year ending the 30th June, 1869, I beg again to call your attention to the rate of interest that has been and is proposed to be allowed, on the Upper Canada Building Fund.

This fund arises from the same legislation as the capital of the compensation to the Seigniors, and the capital of compensation to the Townships.—The sum of these two capitals is

Seigniors	$3,113,100 02
Townships	756,710 00
	$3,869,810 02

The Statute states that the capital of the Seigniors, and of the Townships, shall bear six per cent. interest, and the auditor has allowed and is allowing that rate of interest on these sums. On the indemnity to Upper Canada, on the legislation of 1859, namely, $2,218,555 39 a sum equivalent to the capital of the Seigniors arising from the Act of 1859, (and which when added to the remainder of the capital of the fund created by the Act of 1854, made the sum of $3,113,100 02, above stated) six per cent. was also allowed, because it was a parallel fund and was entitled to be treated in the same manner, as the capital of the Seigniors, in respect of which, as between Upper Canada and Lower Canada, it was a set off, although the Statute was silent as to the interest it should bear.

The Seigniorial Act of 1854 created the following fund for the extinguishment of feudal rights and duties.

Seigniory of Lauzon, average income	$12,951 65
Tavern licenses &c	37,115 01
	$50,066 66

This sum capitalized at 6 per cent	$834,444 40
Charged on Consolidated Revenue	600,000 00
Total capital under Act of 1854	$1,434,444 40

I refer you to 18 Vic., Cap. 3, Sections 17, 18 and 19.

It appears from the public accounts of 1866, page 95, part 2, that 6 per cent interest was allowed on this capital as well as on the sum of $600,000, then carried to the credit of the Upper Canada Building Fund, as compensation to Upper Canada, created by 20th Vic., Cap. 8, up to the 4th May, 1859, the date of the passing of the Seigniorial Act of 1859.

The balance of the Seigniorial capital then stood at	$802,279 06	
Less capital of *Arrière fiefs*, of Montreal, charged against the same as of the 4th May, 1859	104,454 09	
		$697,824 97
Additional capital under Act 1859		2,218,555 39
Additional capital of Seigniories of St. Sulpice which by the Act was to be charged against L. C. Municipalities Fund, but until that Fund could bear it, the interest was to be a charge on the Consolidated Revenue Fund.—L.C.M.F., will never be able to pay either interest or principal		196,719 66
		$3,113,100 02

I refer you to the public accounts of 1867, part 2, page 91, and to the enclosed Return sent down to the House last Session (No. 64, Sessional papers, 1869).

Now the point I wish to raise for your consideration is this:—The $600,000 equivalent to Upper Canada was treated in respect of interest in the same way as was its parallel fund, the capital of the Seigniors down to the 4th May, 1859. From that time to the 1st July, 1867, while 6% has been allowed on the total unpaid capital of the Seigniors $3,113,100 02, and the capital of the compensation to the Townships, $756,710 00, but 5% has been allowed on the relative, cognate and parallel Fund, viz., on $600,000 of the Upper Canada Building Fund, springing out of the same legislation, and set apart as compensation and an equivalent to Upper Canada which sum with accumulations had on the 4th, May 1859, reached the sum of $774,577 70.

By whose authority this unfair mode of treating this Fund has been brought about and I may be pardoned for saying, a palpable and gross injustice attempted upon Upper Canada, I do not know; it certainly had not nor has it the sanction of Parliament. I am fully persuaded I have only to call your attention to it to have it corrected. It is a departmental matter and simply requires your order to have it put right. Whatever may be said as to Orders in Council in respect of what should be paid on trust or other funds in general, cannot, for the reasons I have given, apply to this Fund.

Though no formal or other agreement to that effect has been come to, it is tacitly understood, that for the present the Government of Canada may retain the principal of the following trust funds belonging to Upper Canada, paying interest on them half yearly at 5% viz.:—

COMMON SCHOOL FUND.

UPPER CANADA GRAMMAR SCHOOL FUND.

But for the reasons I have already mentioned, there should be a correction as to the rate of interest on $774,577 70 of Upper Canada Building Fund, from the 4th May, 1859, to the 1st July, 1867. I contend that the rate of interest on this portion of the Fund must be the same as that on the capital of the Seigniors and of the compensation to the Townships. As long as the rate on the two last named funds is 6%, good faith requires that the same rate shall be allowed on this portion of the Upper Canada Building Fund, their exact counterpart; and I may be permitted to say, that I fail to see how any one can justify the unfair discrimination which a contrary course of action involves.

May I solicit your attention and earnest consideration to this matter.

I submit it should be put right before the statement of debt of the late Province and the statement of the account between the Dominion and Ontario are inserted in the public accounts for 1869.

I have the honour to be,
Sir,
Your obedient servant.
(Signed) E. B. Wood.

Honourable Sir F. Hincks,
Minister of Finance, Ottawa.

Note —

Interest at 6% with half yearly rests on $774,577 70 from the 4th May, 1859, to the 1st July, 1867, would with the capital amount to................	$1,248,486 74
Whereas at 5% it is made in the public accounts.....	1,153,339 51
To be added to the capital on the 1st July, 1867...........................	95,147 23
Making that capital at that time as is stated $1,248,486 74 instead of $1,153,339 51, Ontario has been allowed only 5% on $1,153,339 51, since Confederation, amounting in two and a half years to...............................	144,167 42
Whereas it must be allowed 6% on $1,248,486 74 for the same period amounting to	187,273 00
Difference retained by Dominion..	43,105 58

And hereafter the interest on the Upper Canada Building Fund, must be increased by $17,242 23 per annum.

E. B. Wood.

Honourable E. B. Wood and Honourable J. G. Robertson to Honourable Sir F. Hincks.

OTTAWA, 3rd March, 1870.

SIR,—Allow us to call your attention to the fact that since the 17th August last, when an approximate statement of the debt of the late Province of Canada was adopted by the Honourable the Privy Council of the Dominion, and partially concurred in by the respective Governments of Quebec and Ontario many claims so called against the late Province have been submitted to and paid by the Dominion Government without the assent or concurrence of the Local Governments first had and obtained.

We wish it to be understood for the future that any such claims before being entertained by the Dominion Government should first be submitted to the Local Governments of Ontario and Quebec and approved of by them respectively before being charged to the debt of the late Province or to Ontario or Quebec or either of them. The reasonableness of this course will be apparent when you consider that the Provinces of Quebec and Ontario are expected to pay such claims, and the least that can be asked is that our respective Governments shall have an opportunity of deciding whether claims presented are reasonable and just, before being held responsible for them.

Your most obedient servants,
(Signed) E. B. WOOD,
Treasurer, Ontario.
(Signed) J. G. ROBERTSON,
Treasurer, Quebec.

Honourable Sir Francis Hincks,
Finance Minister, Ottawa.

Honourable J. G. Robertson to Honourable E. B. Wood.

Honourable E. B. WOOD.

OTTAWA, March 23rd, 1870.

SIR,—With regard to our conversation this morning respecting the propriety of obtaining from the Dominion Government possession of the Municipal Loan Fund Books—in the Honourable Receiver General's Department for Ontario and Quebec respectively, allow me to say:

That I see no impropriety in your obtaining the books containing the accounts connected with the Upper Canada Municipal Loan Fund, and in my obtaining those books which contain the accounts of the Lower Canada Municipal Loan Fund, in order that the respective Governments of Ontario and Quebec may be better able to ascertain the true standing of the accounts against the respective Municipalities in each Province respectively.

It is to be clearly understood, however, that the possession of the books in question by either Province is not to be considered as thereby giving any exclusive claim to the fund or amounts due thereon to the particular Province which may obtain these books, or as establishing any claim or distinction of property, but the fund shall be dealt with by the arbitrators appointed to decide as to the division of debts and assets between Ontario and Quebec as if the said books had been kept in the possession of the Dominion Government; and that each Province agrees to and with the other, that such distribution, as may be made by the arbitrators, shall, as respects said Municipal Loan Funds, be carried out fully and to all intents and purposes; and that the possession of the said books shall in no wise be construed by either Province as giving to them respectively any special claim to the amounts due by Municipalities which said books may respectively obtain.

In case the arbitrators should require these books to be laid before them and be subject to their control, it is understood that they shall be produced in the same condition as they now are.

On your acceptance of these propositions and your concurrence in my views, expressed in writing to me, I will join you in a letter to the Dominion Government, requesting the delivery of said books.

I am,
Your obedient servant,
J. G. ROBERTSON,
Treasurer Province of Quebec.

Honourable E. B. Wood, to Honourable J. G. Robertson.

OTTAWA, 24th March, 1870.

SIR,—I have the honour to acknowledge the receipt of your note of the 23rd instant respecting the Municipal Loan Fund Books Upper Canada and Lower Canada and in reply, I have to say that I assent to the terms and conditions contained in your note with respect to the books, as they are substantially the same as proposed in my letter to Ex-Treasurer Dunkin, of the 19th of January, 1869.

I shall be ready at any time, to join with you in a letter to the Dominion, Government requesting the delivery of the books.

Permit me to call your attention to the fact that you have not referred to the securities I mentioned to you as being held by the Receiver-General, on account of certain Trust Funds. I think it would be for the interest of both Provinces, that these should be subject to similar terms as those stipulated in respect of the M. L. F. books,—be placed in the hands of the respective Treasurers of the Provinces.

I have the honour to be,
Your obedient servant,
E. B. WOOD.

Honourable J. G. Robertson,
Ottawa.

Report of the Deputy Minister of Justice on the claim of Mary Lowman.

DEPARTMENT OF JUSTICE,
OTTAWA, 28th April, 1870.

1. Application is made by Mary Lowman, of the Township of Kitley, in the County of Leeds, to the effect that, in the summer of 1866, her son, George Lowman, was working in the State of New York, when a horse was stolen in the said township, and a rumour was circulated that her son was the person who had committed the offence.

That he being informed of that, at once returned home with a view of repelling the accusation; that he was arrested and compelled to give bail for his appearance in the sum of $400, and that Mrs. Lowman became similarly liable. That her son returned to the States, but, previous to the sitting of the court at which he was held to appear, he was struck senseless by the falling branch of a tree, while chopping in the woods, and remained helpless until after the sitting of the court. She states that proceedings were at once taken against her, and that she was compelled to pay $400, forfeited by the non-appearance of her son. That, immediately after his recovery, her son returned and surrendered himself and demanded a trial, which, after many vexatious delays and adjournments from one court to another by the prosecuting officers, was obtained, when he was fully acquitted.

That the expenses of the defence cost her a good deal of money, and she prays for the refund of the $400, the amount of the estreated recognizance.

This application is accompanied by the affidavit of George Lowman himself, in which he details, and very circumstantially, certain statements in respect to his working in Kitley, going to the United States, returning to Canada, again going to the States, where he heard of the stealing of the horse in question. That after communication with his employer, he wrote to his relatives as to his innocence, and again returned to Canada. That he then called upon the prosecutor and asked him if he charged him with stealing his horse, to which the prosecutor replied that he did not, as his description did not answer that he got of the thief, which conversation was about 1st September, 1866.

That he remained about home till the 3rd October, 1866, when he was arrested and committed for trial at Brockville Assizes, to take place on the 8th October. That in consequence of the few days that would elapse, he had the trial put off until the Spring Assizes, and gave bail for his appearance. That he still remained about home until the 1st January, 1867, when he returned to New York State, and on the 29th March, 1867, received a severe injury, in consequence of a limb of a tree falling on him; and that he was not able to move until after the 20th April. That he wrote to his mother informing her of his illness, whereupon she went to see him, and told him that she had paid her part of the bail amounting to $400. That he was again ready for trial at the Fall Assizes of 1867, but learned that the County Attorney would not admit him for trial unless he came and gave himself up, but that he was unable to do so on so short a notice; and that he was put to great expense, as his witnesses were in the State of New York, and would not come unless he paid them.

That in June, 1868, he surrendered and gave bail for his trial at the Brockville Quarter Sessions, in September, 1868, but that the Crown was not ready for trial, which cost him $75. That he had a promise from the County Attorney that his trial should come on at the next Sessions, but that the Crown then had it again adjourned till the Quarter Sessions of December, 1868, when the case was tried and he was discharged by the court; and he urges that the payment of witnesses on these various occasions, and other expenses, entailed on him a cost of $675. That his mother had to mortgage her land to pay her estreated recognizance of $400, and that the matter has cost himself and her in all about $1,200.

An affidavit is annexed of R. Phippen, State of New York, stating that George Lowman was working for him at the time mentioned, and that on the 27th March, 1867, he received an injury from a falling tree, and continued in a state of insensibility for two weeks, and was under medical care, and unable to leave his bed, or travel, until April, 1867.

An affidavit of Charles Montando is also annexed, to the effect that he was working for Phippen at the same time. He also speaks of the injury in similar terms to those used by Phippen.

A third affidavit of A. W. Branch is to a similar effect.

2. By reference to the Receiver-General's office, it appears that on the 4th July, 1867, was received, from the Sheriff of Leeds and Grenville, $422 25, the amount being returned as fines; and upon reference to the Finance Department, there appears to be included $200 collected from Mary Lowman, and $200 from Thomas Williams both in the same recognizance; and that as to $400 due by George Lowman on the same recognizance, the same was not obtained, he having left the country and not having any property.

This latter return, it is obvious, was made prior to his surrender for trial.

3. These documents appear to have been laid before the Attorney-General of Ontario, by Mr Smith, M.P.P., but the Attorney-General stated that, as the money was paid prior to confederation, it had become part of the revenue of Canada, and he had no control over it.

The matter was then placed in the hands of Mr. Francis Jones, M.P., who received the papers from the Attorney General of Ontario with a letter in which the Attorney General states as follows: "After perusing the affidavits I came to the conclusion that, if the money "had been paid into the Ontario Treasury after 1867, I would have had no hesitation in "recommending a sum to be placed in the estimate to be paid to the mother. The payment, "however, having been made to the Government at Ottawa, prior to Confederation, it now "rests with them to refund the amount, for which I think they have ample justification. I "shall be glad to learn that they ask authority to do so."

Upon receipt of these papers from Mr. Francis Jones, M. P., the undersigned made enquiry and ascertained that Mrs. Lowman paid the whole sum of $400 for which she and Thomas Williams were bound, as Williams would only consent to become bail under her promise to hold him harmless in the event of default.

Mr. H D. Smith, the local member, writes to Mr. Jones, "I trust you will exert your"self to the utmost in this case, as it is certainly one of great hardship: and I am satisfied "that, if the facts can be got fairly before the Government the prayer of the petition will be "granted at once."

The undersigned thereupon wrote to the County Attorney at Brockville to ask for a copy of the evidence, and any information that could be obtained on the subject, and in reply he has been informed as follows: "I think the evidence shews fully the facts presented at the "trial The impression produced on my mind was not favourable to the prisoner, nor of the "character of the witnesses called to prove the alibi."

He transmits also the evidence taken in the case which is very lengthy, and at the foot of the judge's note is the following memorandum: "Charged the jury that if they are satisfied "that the prisoner landed the horse from Ogdensburgh ferry boat, from Prescott, on the "morning of the 9th July, 1866 it was presumptive evidence that he stole the horse; to "which an objection was raised that there was no evidence of taking or possession in "Canada."

The prisoner was acquitted.

The evidence adduced at the trial of the case appears to the undersigned to be very strong against the prisoner on the merits, and it may be a matter of some wonder that he was not convicted. But this does not in fact touch upon the merits of the application which is now made by Mrs. Lowman.

It is therefore submitted for the consideration of the Treasury Board whether the sum of $400 so paid by Mrs. Lowman, in discharge of her estreated recognizance of bail, should be repaid her, and whether the assent of the Governments of Ontario and Quebec to its repayment should not be obtained.

(Signed) H. Bernard,
Deputy-Minister of Justice.

Report on the above by the Honourable Attorney-General J. S. Macdonald.

The undersigned returns to the Honourable the Treasurer the within report from the Deputy-Minister of Justice relating to the application of Mary Lowman, which accompanied the Treasurer's letter of the 21st instant. The undersigned is of opinion that the Treasurer would be justified in agreeing that a portion of the claim made by Mary Lowman, if paid by the Dominion Government, will be allowed to be charged to the Ontario Government.

The undersigned has long entertained a view of the justice of the above claim as set forth therein.

(Signed) J. S. Macdonald.

June 27th, 1870,

. . Langton, Esquire, to Honourable E. B. Wood.

Audit Office,
Ottawa, June 6th, 1870.

Sir,—There are several claims against the late Province which have been lying over from time to time in the expectation that some arrangement will be made with respect to them. As it seems the intention that, in all such cases, the assent of both Provinces should be obtained, I have thought it advisable, in order to hasten matters, to enclose some of these claims to you. If you assent to any of them I will send them on to Quebec.

(1.) Is a claim put in by Quebec when this question was discussed amongst us, but no action was taken in the matter.

(2.) Is a claim respecting which there is no Order in Council saying it is to be charged to Lower Canada, but I cannot so charge it as if not paid by the Dominion it must be a charge against the late Province.

(3). Appears to be a just claim and as the late Province got the money, if refunded it ought to be refunded by it.

(4). Is more doubtful.

Please return the papers to me when you reply whether you assent or not.

We are now revising the unpaid warrants July 1st, 1867, which had been at that date deducted from the cash. Several of them must evidently be cancelled, in which case the Province will get credit for the amount.

Your obedient servant,
(Signed) J. Langton,
Auditor.

Honourable E. B. Wood,
Treasurer, Toronto.

Honourable E. B. Wood to John Langton, Esq.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 18th June, 1870.

SIR,—I have the honour to acknowledge the receipt of your letter of the 6th instant, respecting four claims made against the late Province of Canada, numbered respectively 1, 2, 3, and 4; and in reply I have to say as to No. 1: This claim was discussed while I was in Ottawa, and I was unable to see why Mr. Ramsay should be indemnified for a personal controversy in which he was engaged with one of the Judges of Lower Canada, any more than any other person who might, from his own actions, become involved in litigation: and I could not recognize the authority of Sir George E. Cartier to require the Province of Quebec to pay Mr. Ramsay $1,000 00 or any other sum to indemnify him for costs incurred in a litigation in which he personally involved himself on his own account and not on behalf of the Crown.

I therefore have been unable to change the opinion I then formed, that I would not be justified, on behalf of Ontario, in assenting to the Ottawa Government recouping Quebec $1000 paid Mr. Ramsay and then charging it to the late Province of Canada.

As to item No. 2: It appears to me that it should be paid and charged to the late Province of Canada.

As to claim No. 3: This relates to a Crown Land matter within the Province of Ontario. Under the arrangement made in respect of refunds and all claims affecting the public domain, each Province, as you will recollect, was to adjust those which arose within its limits. The claimant in this case must send her papers to the Commissioner of Crown Lands, Toronto, who will adjudicate upon it.

As to claim No. 4: It appears this is within the Province of Quebec. For the reasons already stated, this claim must be sent to the Commissioner of Crown Lands, Quebec, for his disposition of it.

It must be fresh in your recollection that this was the conclusion to which the Provinces of Ontario and Quebec came in respect of all claims of the nature of the two preceding.

In respect to the refund claimed by Mary Lowman; I have referred the matter to the Attorney-General for his report thereon, and so soon as I receive it, I shall communicate with you upon the subject. My impression is the Attorney-General will not consent to the refund.

I have the honour to be, Sir,
Your obedient servant.
(Signed.) E. B. WOOD.

John Langton, Esq., &c., &c., Ottawa.

P. S.—I return herewith claim papers Nos. 1, 2, 3, and 4.
(Signed) E. B. W.

Honourable E. B. Wood to John Langton, Esq., Deputy Minister of Finance, Ottawa.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 4th July, 1870.

Re Mary Lowman.

SIR,—I have the honour to inform you that I have submitted the statement of the case presented by Colonel Bernard in his report of the 28th April, ultimo, to the consideration of the Attorney General. He instructs me to say that he is of opinion that I would be justified in agreeing that the $400, (four hundred dollars) without interest or any expenses, might be refunded to Mrs. Lowman, and that, if paid by the Dominion, it would be allowed to be charged in the debt of the late Province of Canada. I therefore assent to the Refund on the terms aforesaid.

I have the honour to be, Sir,
Your obedient servant,
(Signed) E. B. WOOD.

John Langton, Esq.,
Deputy Minister of Finance,
&c., &c., &c., Ottawa.

Honourable Sir N. F. Belleau to Honourable Mr. Cameron.

HÔTEL DU GOUVERNEMENT.
QUEBEC, ce 19 Juillet, 1870.

MONSIEUR,—J'ai l'honneur de vous transmettre sous ce pli une copie d'un Ordre en Conseil acceptant la résignation de l'Honorable Charles Dewey Day, comme Arbitre nommé, par la Province de Québec, en vertu de la cent quarante deuxieme clause de l'Acte de l'Amerique Britannique du Nord.

J'ai l'honneur d'être, Monsieur,
Votre obeissant serviteur,
(Signé) N. F. BELLEAU,
Lieutenant-Gouverneur de la Province de Québec.

L'Honorable Secretaire Provincial, Toronto.

Copie du Rapport d'un Comité de l'Honorable Conseil Executif, approuvé par le Lieutenant-Gouverneur en Conséil le 19 *Juillet*, 1870.

(No. 168.—Sur la résignation de l'Honorable C. D. Day,—Arbitre de Québec.)

L'Honorable Secretaire dans un memorandum, en date du dix neuf Juillet courant 1870, recommande que la résignation offerte par l'Honorable Juge Charles Dewey Day, comme Arbitre nommé par la Province de Québec, en vertu de la cent-quarante-deuxieme clause de L'Acte de L'Amerique Britannique du Nord, 1857, soit acceptee. Le Comite concourt dans la recommendation ci-dessus de l'Honorable Secretaire, et la soumet a l'approbation du Lieutenant Governeur.

(Certifié) FELIX FORTIER,
Greff. Cons. Ex.

A l Honorable Secretaire de la Province, &c., &c., &c.,

P. J. Jolicœur, Esq., Assistant Secretary, Quebec, to Honorable M. C. Cameron, Toronto.

SECRETARY'S OFFICE,
QUEBEC, 14th September, 1870.

SIR,—I have the honour to transmit you, for the information of His Excellency the Lieutenant-Governor of Ontario, a copy of an Order in Council, approved by His Excellency the Lieutenant-Governor of Quebec, on the twelfth of September instant, on the pretended judgment or award rendered and made by the Honourable J. H. Gray and the Honourable D. L. McPherson, two of the arbitrators appointed to decide as to the division and adjustment of the debts, credits, assets and liabilities of Upper and Lower Canada.

I have the honour to be, Sir,
Your obedient servant,
(Signed) P. J. JOLICŒUR,
Assistant-Secretary.

The Honourable M. C. Cameron,
Provincial Secretary, Toronto.

216.—*Copy of a Report of a Committee of the Honourable the Executive Council approved by the Lieutenant-Governor in Council, on the* 12*th of September*, 1870, *on the pretended judgment or award rendered and made by the Honourable J. H. Gray, and the Honourable D. L. McPherson, two of the arbitrators appointed to decide as to the division and adjustment of the debts, credits, liabilities, &c., of Upper and Lower Canada.*

The Honourable the Treasurer of the Province, in his report dated 9th of September instant (1870), sets forth, that a copy of a pretended judgment or award rendered and made

by the Honourable J. H. Gray and the Honourable D. L. McPherson, two of the arbitrators appointed to decide as to the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada, bearing date at Toronto, the third day of September instant, and signed by the said parties, has been forwarded to the Honourable Provincial Secretary, for the information of the Quebec Government.

That, inasmuch as the Quebec Government have already, by intimation to the Federal Government and by legal proceedings before the law tribunals of the country, protested against the said two arbitrators proceeding with the arbitration when there was no arbitrator appointed by the Province of Quebec, and against any further action on the part of the said Honourable J. H. Gray, on account and because of his residing in the Province of Ontario, against the true spirit and intent of the British North America Act of 1867, and inasmuch as the Quebec Government did not, and does not, acknowledge the right of the said two arbitrators jointly to act, or of the said Honourablt J. H. Gray, individually, to act in the premises, and that all the acts and proceedings, of any kind whatsoever, had or done by them, or either of them, are illegal, null and void, and of no force or effect whatsoever, in law or equity :

And inasmuch as the said pretended judgment or award, even if the said two arbitrators had a right to act without an arbitrator for the Province of Quebec, and if the said Honourable J. H. Gray was not disqualified by law from sitting or acting as arbitrator, is manifesly unjust to the Province of Quebec, and manifestly and clearly made in the interests of Ontario— Quebec having too large a portion of the surplus debt to pay, and being awarded less than her just and equal share of the assets mentioned in said British North America Act of 1867, it is therefore unjust, illegal, null and void.

The Honourable Treasurer, therefore, recommends that, on behalf of the Quebec Government, a despatch be forwarded to the Federal Government, protesting against any force or validity being given to the said pretended judgment or award of the said two arbitrators by the Federal authority, and advising of the intention of the Quebec Government to appeal for redress and justice in every constitutional mode, which it is the privilege of British subjects under the British Crown to exercise when suffering under injustice or wrong from the hands of any.

The Honourable Treasurer, also, recommends that the receipt of the said pretended judgment or award from the said arbitrators be acknowledged, at the same time protesting against it as not being rendered and made in good faith, or in accordance with law and equity, and as being manifestly rendered and made in the interests of Ontario, and to the prejudice of Quebec; and that the said arbitrators, being duly notified by the Quebec Government of the objections taken and held previous to their so acting, without the arbitrator from Quebec, that their judgment or award is null and void, and not recognized as valid by the Government of Quebec.

The Committee concur in the foregoing report, and submit the same for the Lieutenant Governor's approval.

Certified,
(Signed) FELIX FORTIER,
Clerk of the Executive Committee.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 17th September, 1870.

SIR,—I have the honour to acknowledge the receipt of a letter from Mr. Assistant-Secretary Jolicœur, dated the 14th instant, and transmitting a copy of an Order in Council, approved by His Excellency, the Lieutenant-Governor of Quebec, on the 12th instant, and having reference to the award made by Col. Gray and Senator Macpherson, under the 142nd clause of the British America Act, and to inform you that the subject will be submitted for the consideration of His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your most obedient servant,
THOMAS C. PATTESON,
Assistant Secretary.

The Honourable
The Provincial Secretary, Quebec.

The Honourable E. B. Wood to the Honourable Sir Francis Hincks.

TREASURY DEPARTMENT,
TORONTO 22nd October, 1870.

SIR,—I need not impress upon you what I am sure you feel the importance of equally with myself, namely, the desirability of at once settling all matters in so far as they can be settled relating to the debt of the late Province of Canada. The power to do this, notwithstanding the somewhat questionable position assumed by the Government at Ottawa last Session, no doubt rests with the Government and Parliament of the Dominion.

But, I submit, it is expedient that all questions arising on this subject should, if possible, be arranged between the Governments without bringing them within the arena of political discussions in the House of Commons. If they cannot be settled in this way, I shall feel it my duty to bring them before the House at its next session for adjustment.

When Mr. Langton was last in Toronto I furnished him with a memorandum of some of the matters which I requested him to submit to you for your decision. I now take the liberty of bringing them formally under your consideration:—

(1.) PART OF THE UPPER CANADA BUILDING FUND—$600,000.

Interest at 6 % on $600,000, the equivalent set apart for Upper Canada purposes under the Seigniorial Acts of 1854 and 1855 was allowed with half-yearly rests to the 4th of May, 1859. From that day, although six per cent. was allowed on the capital of the Seigniors, a cognate and correlative fund; only five per cent. was allowed on this $600,000 and its accumulated capital.

This was so manifestly wrong that I supposed, on being pointed out, it would be at once corrected. In this I was, however, mistaken, and I found myself obliged to bring the subject before the Public Accounts Committee, who, after patiently hearing both Mr. Langton and myself, and after giving the matter most careful examination, decided that the $600,000 referred to should bear the same rate of interest, with the same rests as had been allowed to the capital of the Seigniors. You will find the Report of the action of the Committee to which I refer in the Journals of last Session, "Appendix No. 2, p. 14"

This sum at 6% had on the 4th May, 1859, increased to $774,577 70 which at 6% from the 4th May, 1859, to the 1st July, 1867, would amount to	$1,248,486 74
Whereas at 5% it was made	1,153,339 51
Difference which will have to be credited to the Upper Canada Building Fund on the 1st July, 1867	$95,147 23

And thereafter so long as the Dominion shall retain the Fund, interest at 6%, with half-yearly rests will have to be computed on $1,248,486 74.

In adjusting the debt of the late Province therefore, the Upper Canada Building Fund will have to be divided into two parts, one consisting of the $600,000 and accumulations of interest thereon up to the 1st July 1867, amounting as I have shown, to $1,248,486 74, on which since Confederation, 6% with half-yearly rests must be allowed, and on the residue of the Building Fund, after deducting the $1,248,486 74, interest will be computed at 5% with half-yearly rests.

Mr. Langton thoroughly understands this matter and is fully able to offer any further explanations you may require.

(2.) COMMON SCHOOL FUND—$1,733,224 47.

This fund, according to the award of the arbitrators, will stand in the debt of the late Province as follows:—

Total amount of fund	$1,733,224 47

Less ¼ receipts from the Common School Lands by the late Province of Canada between the 6th March 1861, and the 1st July 1867, sold between the fourteenth day of June, 1853, and the 6th March, 1861, placed to the credit of the Upper Canada Land Improvement Fund, Quebec		124,685 18	
Invested in Quebec Turnpike Trust (principal)	$58,000 00		
Interest thereon to 1st July, 1867	29,580 00		
		87,580 00	
			212,265 18
Amount at which it will stand in the debt			$1,520,959 29

(3). UPPER CANADA IMPROVEMENT FUND—$231,575 94.

This stands in the debt of the late Province as it appears from the Public Accounts of 1868 at $5,119 08. But you will recollect the discussions we have had on this fund, and the conclusion to which you informed me your Government had come: that, inasmuch as the arbitrators in dealing with the Common School Fund would necessarily have to decide as to the allowance or disallowance to the Upper Canada Land Improvement Fund of one-fourth of the receipts from Common School Lands paid between the 6th March, 1861, and the 1st July, 1867, on School Lands sold between the 14th June, 1853, and the 6th March, 1861, your Government would be bound by and follow that decision in respect of one-fifth of the receipts from Crown Lands sold and paid during the respective periods above mentioned. And you informed me *that an Order in Council to that effect had been passed.*

The arbitrators have decided that one-fourth of the proceeds of the Common School Lands shall be added to the improvement Fund. *Therefore your Government are bound by its above promise to add to the same fund one-fifth of the proceeds of the Crown Lands.*

This item will therefore stand in the debt of the late Province of Canada as follows:—

Balance of the Fund on the 30th June, 1867, as stated in the P. A.		5,119 08
¼ proceeds of the C. S. Lands received between 6th March, 1861, and 1st July, 1867, on C. S. Lands sold between 14th June, 1853, and 6th March, 1861	124,685 18	
⅕ proceeds of Crown Lands received and sold respectively during the same periods	101,771 68	
		226,456 86
		$231,575 94

(4). CANADA LAND AND IMMIGRATION COMPANY—$12,928 37.

The purchase money of the lands bought by this Company was $181,062 50, and by agreement 10% of it was to be refunded to the Company as it constructed certain public roads through the lands to the satisfaction of the Commissioner of Crown Lands. Under this agreement the late Province paid to the Company $5,177 88 leaving a balance at Confederation of $12,928 37. Some $5,000 of this has been paid since Confederation by Ontario and refunded by the Dominion. As it will all have to be paid and as it is impossible for the officials at Ottawa to know when the Company is entitled to payment,—I propose the whole balance $12,928 37 shall be charged in the debt, and then, as Ontario shall make payments, the same shall be refunded by the Dominion. I think the Auditor will agree with me that this is the only proper way to deal with this item.

(5.) EXCISE.

As will be seen by reference to the Public Accounts of 1868, $654,495 14 were in arrear on Excise bonds given by manufacturers in the late Province of Canada, which after Confederation was during 1868 collected and paid into the Exchequer of the Dominion. These bonds come within the very words of section 107 of the B. N. A. Act, and the amount thereof must go in reduction of the debt of the late Province.

(6.) CUSTOMS.

All customs due the late Province on the 30th June, 1867, on goods in bond in the various warehouses in the late Province, and subsequently collected and paid into the Dominion Treasury must be treated in the same way. They were debts due to the late Province, and according to the rules laid down in Mr. Langton's "*Principles upon which the Statement of Affairs is to be revised*," &c., must go to the credit of the late Province. The late Province of Canada in this respect must be treated in the same manner as Nova Scotia and New Brunswick.

(7.)	GLYN, MILLS AND CO., SUSPENSE ACCOUNT	$17,498 25	
	BARING BROS. AND CO., DO. DO.	32,788 34	
			$50,286 59

I understand from the auditor that this or the greater portion of it will be struck out of the debt. You may recollect the discussions had on these items in the Public Accounts Committee last Session.

(8.) TOWNSHIP INDEMNITY AND CAPITAL OF SEIGNIORS.

The Dominion Government should make an official statement that the debt shall be reduced by any capital saved by paying off any of the capital of the indemnity to the Townships or of the capital of the Seigniors at 75 cents on the dollar.

(9). CLAIMS OF QUEBEC.

If Quebec is allowed anything for debentures rendered worthless by reason of alleged injurious legislation, Ontario has numerous and large claims of that nature to present to the Government at Ottawa.

(10). CONCLUSION.

In conclusion permit me to hope that you will definitely settle all the foregoing questions before the meeting of our Legislature which will take place about the middle of December.

I have the honour to be, dear Sir,
Your obedient servant
(Signed) E. B. WOOD.

The Honourable Sir Francis Hincks,
Ottawa.

Honourable Sir Francis Hincks to Honourable E. B. Wood.

OTTAWA, November 2nd, 1870.

SIR,—On the receipt of your letter of the 22nd ultimo, it was referred to the Auditor General for report, which has been the cause of the delay which has taken place in acknowledging its receipt.

I regret that it is not in my power at present to communicate to you the views of the Dominion Government on the several points discussed in your letter. You may rely, however, on my using every effort to do so prior to the meeting of the Ontario Legislature.

I have the honour to be, Sir,
Your obedient servant.
F. HINCKS,
Minister of Finance.

The Honourable E. B. Wood, M.P.,
Treasurer of Ontario, Toronto.

John Langton, Esq., to Honourable E. B. Wood.

AUDIT OFFICE,
OTTAWA, 21st November, 1870.

SIR,—We have been for some time past engaged in collecting amounts due to the late Province, and which, when collected, will be credited to it. It often happens that counter claims are made, but a doubt has been entertained to what extent we are justified in allowing an offset against the sum apparently due to the late Province. Most of these accounts are of small amount and of long standing, and their collection would be much facilitated if we felt ourselves authorized, in some cases, to agree to a compromise. I would, therefore, suggest that your Government should assent to the Dominion Government exercising its discretion in this matter ; that all such counter claims or proposed compromises should be reported upon by the Treasury Board, and assented to by Order in Council, and that your Government should agree to accept this decision

It is to be understood that this merely applies to a reduction from any amount which may be received on account of the late Province, and not to payments to be made and charged against it, which of course stand upon a different footing.

Requesting an early answer to this proposition, in order that I may submit it to the Treasury Board,

I have the honour to be, Sir,
Your obedient servant.
JOHN LANGTON,
Auditor.

The Honourable
E. B. Wood, Treasurer.

Honourable E. B. Wood to John Langton, Esq.

TREASURY DEPARTMENT, ONTARIO.
TORONTO, November 24th, 1870.

SIR,—I have the honour to acknowledge the receipt of your letter of the 21st instant, in respect to the settlement, by compromise or the allowance of counter claims, in respect of outstanding debts due to the late Province of Canada, and in reply I have to say that Ontario will be disposed to acquiesce in any settlement of such claims as may be reported by the Treasury Board, and assented to by Order in Council, in consideration of all the facts connected with the same.

I have the honour to be, Sir,
Your obedient servant,
(Signed) E. B. WOOD.

John Langton, Esq., Auditor,
Ottawa.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House Copies of all Orders in Council and all correspondence, telegraphic and otherwise, upon the subject or in reference to the arresting or delivering to justice of the murderer or murderers of the late Thomas Scott, of the Province of Manitoba, and in relation to the reward of $5,000 offered by the Government of Ontario during the past year for his or their apprehension

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 11th February, 1873.

COPIES OF ORDERS IN COUNCIL AND CORRESPONDENCE RELATING TO THE REWARD OFFERED FOR THE ARREST OF THE MURDERERS OF THE LATE THOMAS SCOTT, OF THE PROVINCE OF MANITOBA.

1872.
March 9.—Order in Council approved 9th March, based on Report of President of Executive Council.
March 14.—Letter from His Excellency the Lieutenant-Governor of Ontario to the Honourable the Secretary of State (Prov.), Ottawa.
March 18.—Letter from the Honourable the Secretary of State (Prov.), Ottawa, to His Excellency the Lieutenant-Governor of Ontario.
Vote as passed in the Appropriation Act.
March 9.—Proclamation offering Reward.
March 4.—Telegram from W. R. Brown to President of Council, and answer.
Memorandum of President of Council.
April 1.—Letter from Honourable J. H. Cameron to President of the Council.
April 2.—Letter from President of Council to Hon. J. H. Cameron.
April 3.—Letter from Henry Woodrington to President of the Council.
April 6.—Letter from President of Council to Henry Woodrington.
June 10.—Letter from J. V. to His Excellency the Lieutenant Governor of Ontario.

COPY of an Order in Council approved by His Excellency the Lieutenant-Governor, the 9th day of March, A.D. 1872.

To His Excellency the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, &c.

Report of a Committee of the Executive Council on Matters referred to their consideration.

Present :—

The Honourable Mr. Blake, in the Chair,
Mr. Crooks,
Mr. Gow,
Mr. Mackenzie,
Mr. McKellar.

ON MATTERS OF STATE.

May it please your Excellency,—

The Committee of Council have had under consideration the report of the President of the Council, respecting a communication from the Department of Justice at Ottawa, dated the thirteenth of October, 1871, addressed to the late Attorney-General, with reference to the conduct of the Crown Prosecutor upon the trial of one Cooper, charged with a felony, and also respecting the murder of one Thomas Scott, at Fort Garry, in March, 1870, which report is hereto annexed. The Committee advise that the said report be acted upon.

Respectfully submitted.

(Signed) EDWARD BLAKE,
Chairman.

7th March, 1872.
(Signed) J. G. SCOTT,
Clerk Executive Council.

The undersigned begs to report that on the thirteenth day of October, 1871, a letter was written to the Attorney-General of Ontario from the Department of the Minister of Justice of Canada in the following words :

DEPARTMENT OF JUSTICE,
OTTAWA, October 13th, 1871.

SIR,—I am directed by the Minister of Justice to bring under your notice the following facts :

At the Interim Sessions in July last, before the Judge of the County Court at Hamilton, without jury, one John Gillespie was convicted of a felony on the evidence of William H. Cooper, who turned Queen's evidence.

The case was brought before the Minister of Justice upon a petition to the Governor-General by Gillespie, for remission or mitigation of the sentence—but on perusal of all papers connected with the case, the Minister of Justice was of opinion that the law should be allowed to take its course.

In the investigation of the case, however, the Minister of Justice observed with some regret the course which had been taken towards W. H. Cooper, the accomplice of the convict Gillespie and who became Queen's evidence.

It appears that although Cooper at the trial acknowledged his criminal complicity, he was afterwards tried, and no evidence for the prosecution having been offered was acquitted—Cooper now, therefore, goes before the public as an innocent man, while the convict Gillespie, no greater criminal than Cooper, is branded as such for life.

The Minister of Justice suggests that the Crown Prosecutor should have procured a verdict of Guilty against Cooper, and applied thereafter to the Crown for pardon.

The Minister of Justice, therefore, desires me to call your attention to this improper practice.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) H. BERNARD.

Honourable J. Sandfield Macdonald,
Attorney-General, Toronto.

On the sixteenth of October, 1871, a letter was written to Mr Freeman, the Crown Prosecutor in question, from the Department of the Attorney-General, and on the (21st) Twenty-first day of October, 1871, Mr. Freeman wrote to that Department two letters in reply enclosing a copy of the Judge's notes. Copies of these papers are appended to this report, together with a memorandum from the present Attorney General, to the effect that on examining the papers he is of opinion that the Minister of Justice must have been entirely misinformed as to the facts and that the course actually taken by Mr. Freeman was quite proper.

It appears from the notes that the crime charged against the prisoner was complicity in the theft of two hundred dollars ($200) from a dwelling-house.

The undersigned assumes that the course taken by the Minister of Justice was based on the view that it was proper for him to call the attention of the Government of Ontario to any supposed laxity or improper practice on the part of the local officials involving a failure of justice in the administration of the Criminal Law, and the escape of a guilty man from the punishment due to his crime.

It is obviously the common interest of all the inhabitants of the Dominion to prevent any such failure of justice, or escape from punishment, and the undersigned recommends that the communications of the Minister of Justice should be disposed of with due regard to this important consideration.

In furtherance of the same desire for the maintenance of law and order the undersigned calls the attention of Council to the fact that Thomas Scott, lately a resident of Ontario, and an immigrant thence to the Northwest, was in March, 1870, murdered at Fort Garry under circumstances of peculiar atrocity, and that the people of Ontario have ever since looked anxiously for justice in this case, but that none of the murderers have as yet been apprehended.

The undersigned further calls the attention of Council to the fact that on the twenty-third day of January, 1872, the Legislative Assembly of Ontario by a vote of 62 to 1 passed a resolution in the following words:

"That the House feels bound to express its regret that no effectual steps have been taken to bring to justice the murderers of Thomas Scott, and its opinion that something should be done to that end."

The undersigned is convinced that it is the earnest desire of the people that such steps should be taken and such representations made as shall be best calculated to prevent in this flagrant case a failure of justice in the administration of the Criminal Law and the escape of guilty men from the punishment due to their great crime.

The undersigned recommends that a copy of this report with the papers appended should be transmitted to the Secretary of State for the Provinces, for the information of the Government of Canada.

(Signed) EDWARD BLAKE.

GOVERNMENT HOUSE,
TORONTO, 14th March, 1872.

SIR,—I have the honour to transmit herewith copies of papers relating to the conduct of the Crown Prosecutor upon the trial of one Cooper, charged with felony, and also respecting the murder of one Thomas Scott, of Fort Garry, in March, 1870, with copies of Orders in Council in both cases.

I have the honour to request you to be good enough to submit them at as early a date as possible, for the consideration of His Excellency the Governor General.

I have the honour to be,
Sir,
Your obedient servant,
W. P. HOWLAND.

The Honourable The Secretary of State
for the Provinces, Ottawa.

OTTAWA, 18th March, 1872.

SIR,—I have the honour to acknowledge the receipt of your despatch of the 14th instant, covering a copy of an Order of your Executive Council of the 9th instant, with copies of the papers therein referred to, relating to the conduct of the Crown Prosecutor in the trial of one Cooper, charged with felony, and also respecting the murder of one Thomas Scott, at Fort Garry, in March, 1870.

Your despatch and the papers which accompanied it, will be brought under the early notice of His Excellency the Governor General.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C.B.,
Lieutenant-Governor,
Toronto, Ont.

VOTED BY LEGISLATIVE ASSEMBLY, SESSION 1871–2.

Reward for the apprehension of the murderers of Thomas Scott, Red River Settlement	**$5,000.**

[L.S.] **W. P. HOWLAND.**

PROVINCE OF ONTARIO.

VICTORIA by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To all to whom these presents shall come or whom the same may concern, GREETING.

A PROCLAMATION.

Whereas Thomas Scott, lately a resident of this Province, and an emigrant thence to the North-west, was in the month of March, A.D. 1870, cruelly murdered near Fort Garry:

And whereas no effectual steps have been taken to bring the murderers of the said Thomas Scott to justice.

Now know ye, that the sum of five thousand dollars will be paid by the Province of Ontario as a reward to such person or persons as may be instrumental in bringing the said murderers or any of them to trial for the said murder before any court of competent jurisdiction ; and in case more than one person becomes entitled to participate in the reward it will be equitably apportioned.

In testimony whereof, we have caused these our letters to be made patent, and the Great Seal of our said Province of Ontario to be hereunto affixed : Witness : The Honourable William Pearce Howland, a companion of the Most Honourable Order of the Bath, Lieutenant-Governor of our Province of Ontario.

At our Government House in our City of Toronto in our said Province of Ontario this ninth day of March in the year of Our Lord, one thousand eight hundred and seventy-two, and in the thirty-fifth year of our Reign.

By Command,
(Signed,) PETER GOW,
Secretary.

TELEGRAM, 4th March, 1872, from St. Paul, Minnesota.

To Hon. E. BLAKE,
Toronto.

What amount will be paid on delivery of Louis Riel in Toronto. Answer at once.

(Signed) WALTER R. BROWN.

Answered 5th March.

Five thousand dollars will be paid to the persons instrumental in bringing to trial before any competent court one or more of the murderers of Thomas Scott.

(Signed,) EDWARD BLAKE.

MEMORANDUM.

Mr. Hillyard Cameron called on me about 30th March, and stated that Mr. Woodington had written to him, asking for an advance of money, not by Government, but by his brother orangemen, to enable him to go after Riel. Mr. Cameron stated that Mr. Woodington's proposal being impracticable, he thought it right to communicate a part of the letter to me, and he read me an extract from it. I stated to Mr. Cameron the difficulties which seemed to me, to stand in the way of the Government making an advance, difficulties of which Mr. Cameron appeared to feel the force, and which he did not combat. I added that upon receiving a copy of the extract read to me, I would further consider the matter and reply in writing.

(Signed) EDWARD BLAKE.

HAMILTON STATION,
1st April, 1872.

DEAR SIR,—I was unexpectedly called away from Toronto, therefore did not send you copy of that portion of Mr. Henry Woodington's letter which I read to you. I now subjoin it.

Yours truly,
J. HILLYARD CAMERON

The Honourable E. Blake,
Toronto.

Will you let me know if warrants for the arrest of Riel and Lepine, in the United States, can be issued in Ontario, and whether they can be brought from there to Ontario, under the Extradition Treaty, provided the charge of murder could be sworn against them: if so, I am prepared to charge Riel and Lepine with the above crime, and make affidavit of the same, as I was one of the prisoners held by the rebels when Scott was taken out and shot, and that I also saw both Riel and Lepine order the men to go out and shoot him. I think the expenses of the journey would not exceed $200, and if that sum is advanced to me and the necessary papers furnished me for their arrest, I promise that, within two or three weeks from the day of my leaving, I will land in Toronto either Reil or Lepine or perhaps both."

Mr. Woodington is residing at Niagara, and can be vouched for by several respectable persons.

TORONTO, 2nd April, 1872.

DEAR SIR,—I have your note with the extract from the letter of Mr. Henry Woodington. It appears Mr. Woodington desires funds to be provided, not exceeding $200, for an effort which he proposes to make to procure the trial of some of the murderers of Scott. You will observe that a reward of $5000 has been offered to any person who is instrumental in accomplishing that result. The Government has not at its disposal any funds for the purpose of paying the expenses of persons who desire to attempt to accomplish the result.

It is presumed that the magnitude of the reward would induce those who are able to accomplish it to undertake the work. I have already stated to you that I have received applications from other persons who are desirous to obtain funds for the indicated purpose, and I have been obliged to answer these applications in the same way. I also pointed out to you the possible consequences of so disbursing the public moneys, inasmuch as it would be out of the question to ensure any result, and numerous applications might be made involving considerable expenditure to no good purpose. In my private capacity I should be very glad to become a subscriber to any fund for the purpose of accomplishing the indicated object, but, as I have mentioned above, we have no public moneys which we are authorized to dispose of in that way.

Yours faithfully,
EDWARD BLAKE.

The Honourable
J. H. Cameron, &c., &c.
City.

NIAGARA, April 3, 1872.

Sir,—Will you have the kindness, on the receipt of this note, to write and inform me if the present Executive Council of Ontario have done anything more towards effecting the arrest of Riel and Lepine for the murder of Thomas Scott than the reward offered some weeks ago; also, if any person or persons have offered their services to the Ontario Government towards causing the arrest of the said Riel and Lepine, who at present are supposed to be residing in the City of St. Paul, Minnesota, U.S.,—if so, have the Executive Council accepted their services? If, on the other hand, no one has yet offered to act as a detective officer in assisting the Ontario Government to arrest and bring them to justice. Now, Sir, as I was a prisoner at the time Thomas Scott was taken out and brutally murdered, I am anxious that a just punishment should be meted out to the perpetrators of the above crime, and being personally acquainted with both Riel and Lepine, I would therefore have no difficulty in recognizing them at first sight. I am also well acquainted with the City of St. Paul and its surroundings. Possessed of these advantages, I offer you my services to act as a Government detective in attempting the arrest of the above-named persons if still in the

United States or in Canada, provided the Government furnish me with the necessary papers and means for their apprehension and extradition if caught in the United States. Should you think well of my offer, I promise that I will do my utmost to capture and deliver them over to our civil authorities in Toronto with the least possible delay. I firmly believe that should our present Reform Government of Ontario succeed in capturing and bringing to justice Riel and Lepine, it will be the final death-blow to French domination in the Dominion Government, for there is not the slightest doubt but that some of the members of the Privy Council were more or less implicated in the Red River rebellion of 1869 and 1870. I wrote John H. Cameron, Esq., last week, asking for information as to whether our authorities in Toronto could issue warrants for the apprehension of Riel and Lepine in the United States, and received his reply yesterday, in which he states that he had referred my letter to the Ontario Government, that they might take such action as they should think advisable in the matter, but he did not mention if warrants could or could not be issued in Toronto. Hoping to hear from you soon,

I remain, yours with respect,
(Signed) HENRY WOODINGTON.

Hon. Edward Blake.

TORONTO, 6th April, 1872.

Sir,—I have your letter of the 3rd instant, and beg to say that the Hon. J. H. Cameron placed in my hands an extract from the letter to him of which you write, and that I immediately replied to him. No doubt you will hear from him at once upon the subject.

Your obedient servant,
(Signed) EDWARD BLAKE.

Henry Woodington, Esq.,
Niagara, Ontario.

To His Excellency the Governor of the Province of Ontario—Toronto.

ST. PAUL, 10th June, 1872.

The other day, in looking over the newspaper "Le Métis," published at Red River, I read an announcement by which the Parliament of Ontario has passed and voted a reward of $5,000 to be given to the person who will deliver up Riel, the author of the murder of the brave Scott and the troubles which have taken place at Red River. Your Excellency will, therefore, permit me to ask from you a portion of the reward to defray the expenses which this arrest will entail upon me, for I must work secretly, seeing that he is upon American territory. That, however, is of little importance, as I have him in my power, and only require the necessary money to deliver him—that is to say, $800 required, according to calculation made, simply to transport him into British territory in order to arrest him.

I do not ask for more than that, as my services have been promised for years to the Government, and I wish to work for the good cause.

Pardon my not being able to write in English. My father was an Englishman, but was unable to give me an English education, seeing that there were nothing but French schools where we lived. I was born at Red River, and have only lived at St. Paul, Minnesota, during the last four years.

Please answer immediately, as my prey might escape me, and there is no time to be lost.

Address thus—

J. V.,
St. Paul, Box 1,129,
Minnesota.

(No. 39.)

REPORT of the Senate of the University of Toronto for the year 1871–2. (*Not printed.*)

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before this House a Return giving the Names, Places of Residence and Emoluments of all Employees, permanent and temporary, appointed since 1st January, 1872, in the following offices :—Crown Lands Department, Public Works Department, Provincial Secretary, Treasurer, Attorney-General and Legislative Assembly.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 14th February, 1873.

A RETURN giving the Names, Places of Residence and Emoluments of all Employees, permanent and temporary, appointed since January 1st, 1872, in the following Offices:—Crown Lands Department, Public Works Department, Provincial Secretary, Treasurer, Attorney-General and Legislative Assembly

NAME.	Designation.	Place of Residence.	When Appointed.	Temporary or Permanent.	Salary.	REMARKS
			ATTORNEY GENERAL'S DEPARTMENT.			
					$ cts.	
George B. Nicol	Clerk	Toronto			600 00	
E. H. T. Heward	do	do			500 00	
			PROVINCIAL SECRETARY'S OFFICE.			
I. R. Eckart	Assistant Secretary	Toronto	1st January, 1873	Permanent	1600 00	Late chief clerk, Secretary's Office
I. F. C. Usher	Deputy Registrar	do	do	do	1200 00	Late chief clerk, Registrar's Office.
Richard S. Brodie	Chief clerk, secretary's Office	Guelph	do	do	900 00	Vice I. R. Eckart, promoted.
Frank Jones	Clerk	Toronto	1st May, 1872	do	300 00	Appointed temp. clerk, 1st Feb., 1872.
Robert F. Smith	Clerk, Registrar General's Office	do	1st January, 1873	do	730 00	Appointed temp. clerk, 5th Feb., 1872.
Frederick Warwick	do	do	do	do	730 00	do do 30th Oct., 1871.
James McGill Ridley	do	do	do	do	730 00	do do do
Donald C. A. De l'Hoste	do	do	do	do	750 00	do do do
			SESSIONAL WRITERS.			
G. L. Maddison	Clerk, Sec.'s Office	do	14th January, 1873	Temporary	2 00 per diem	
Robert Ross	do	do	do	do	2 00 do	
L. W. Ord	do	do	25th do	do	2 00 do	
Matthew Drummond	do	do	25th do	do	2 00 do	
N. C. Robinson	do	do	12th February, 1873.	do	2 00 do	
			TREASURY DEPARTMENT.			
Henry Totten	Clerk	Toronto		Permanent.	1200 00	Vice George Mathews, deceased.
Alfred Jordan Rattray	do	do		do	700 00	Vice Robert M. Wilson, promoted.
Andrew Fletcher Deacon	do	do	1st January, 1873	do	730 00	Temporary clerk, transferred from Registrar General's Department, 27th June, 1872.

DEPARTMENT OF CROWN LANDS.

George Kennedy	Law clerk	Ottawa		Permanent	1400 00	Vice John Currie, resigned.
J. J. Murphy	Clerk	do		do	800 00	
A. J. Taylor	do	Toronto		do	1400 00	Vice John C. Miller, resigned
H. A. Ford	Inland Revenue of Canada	Toronto		do	1000 00	Shorthand writer
W. H. Bell	Clerk	do		do	700 00	Appointed temporary clerk by Hon. M. C. Cameron, 3rd August, 1871.
F. Stow	do	do		do	800 00	Appointed as temporary clerk by Hon. M. C. Cameron; placed on permanent list, vice Jas. Scott, resigned.
W. F. Leeson	do	Maitland		Temporary	2 00 per diem	Vice Alfred Clarke, resigned
H. C. Ross	do	Toronto		do	2 00 do	
C. Cashman	do	do		do	2 00 do	
G. R. Perry	do	Ottawa		do	2 00 do	
W. Stewart	do	Toronto		do	2 00 do	

DEPARTMENT OF AGRICULTURE AND PUBLIC WORKS.

H. A. MacLaurin	Clerk		1st February, 1872	Permanent	800 00	Vice John Davies, resigned.
J. C. Macnabb	Draughtsman		25th May, 1872	do	548 00	Vice T. H. Tracey, resigned
Daniel Forbes	Extra clerk		2nd January, 1872	Temporary	1 50 per diem	
John Muller	do		13th August, 1872	do	1 50 do	
Robert Ross	do		1st September, 1872	do	1 00 and 1 50	
R. W. Perse	do		14th October, 1872	do	1 50 and 2 00	
A. J. Cockburn	Superintendent of works, Township of Ryerson		16th March, 1872	do	3 00	
J. D. Cockburn	Lockmaster, Rousseau Lock	Port Carling	1st April, 1872	do	20 00 per mo	
Captain Henry Wesson	Superintendent of works, Sydenham River		16th May, 1872	do	50 00	Net remuneration
J. B. Campbell	Superintendent of slides and dams	Port Perry	29th July, 1872	do	100 00	
R. McCausland	Bridge tender	Lindsay	1st August, 1872	do	20 00 per mo	Remuneration during the season of navigation.
W. Ellingsworth	House keeper	Toronto	1st February, 1872	Permanent	600 00 per ann.	Housekeeper and caretaker, College of Technology

LEGISLATIVE ASSEMBLY.

S. J. Watson	Librarian	Toronto	1st July, 1872	Permanent	1200 00 per ann.	
Wm. Kennedy, vice Geo. Irvine	Messenger	do	25th March, 1872	do	450 00 do	
John Simpson, vice C. A. McDonald	do	do	23rd September, 1872	do	400 00 do	
J. J. Landy, vice Wm. Barrow	Post officer	Orillia	6th January, 1873	Temporary	3 00 per diem	

A RETURN giving the Names, Places of Residence and Emoluments of all Employees, permanent and temporary, appointed since January 1st, 1872, in the following Offices:—Crown Lands Department, Public Works Department, Provincial Secretary, Treasurer, Attorney-General and Legislative Assembly.—*Concluded.*

NAME.	Designation.	Place of Residence.	When Appointed.	Temporary or Permanent.	Salary.	REMARKS
			LEGISLATIVE ASSEMBLY.—*Continued.*			
					$ cts.	
R. D. O'Brian vice Fred. Gobert	Messenger in P. O.	Toronto	8th January, 1873	Temporary	2 00 per diem	
John Rousseau vice E. C. Thompson	Extra writer	Niagara	do do	do	2 00 do	
James Thompson vice C. D. Falloon	do	Toronto	do do	do	2 00 do	
H. C. Eccles vice John Heming	do	St. Catharines	do do	do	2 00 do	
J. P. Sutton vice J. M. Delamere	do	Ottawa	do do	do	2 00 do	
Robert McBride vice Robert Leatch	Messenger	Toronto	do do	do	1 50 do	
Alex. Martin vice Charles M'Lennan	do	do	do do	do	1 50 do	
Joseph Juby vice John Gill	do	do	do do	do	1 50 do	
Jas. Kennedy vice Wm. Kennedy	do	do	do do	do	1 50 do	
Thomas Flahiff vice Wm. Mathews	do	Arthur	14th do do	do	1 50 do	
J. J. Sparrow vice W. A. Allen	do	Ottawa	15th do do	do	0 75 do	
Mary Brady vice Jane Birchall	Duster	Toronto	1st do do	do	0 50 do	
Mary McNulty vice Mary Birchall	do	do	6th do do	do	0 50 do	
Jane McGrath vice Mary Kannan	do	do	6th do do	do	0 50 do	

I. R. ECKART,
Assistant Secretary.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 14th February, 1873.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before this House a statement of the expenses incurred in connection with the Proton Outrage investigation, shewing the names of the witnesses and the sum paid to each, the names of the reporters and the sum paid to each, and all other expenses incurred in consequence of the appointment of the Proton Outrage Committee; also, the authority under which the several payments were made.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 17th February, 1873.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 14th February, 1873.

SIR,—I have the honour to transmit herewith a copy of a resolution of the Legislative Assembly, and to request you to be good enough to forward to this Department the information required at your earliest convenience.

I have the honour to be, Sir,
Your obedient servant,
I. R. ECKART,
Assistant Secretary.

John Notman, Esq.,
&c., &c., Toronto.

On motion of Mr. Sinclair, seconded by Mr. Finlayson,

Resolved, That an humble Address be presented to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before this House a Statement of the expenses incurred in connection with the Proton Outrage investigation, shewing the names of the witnesses and the sum paid to each; the names of the reporters and the sums paid to each; and all other expenses incurred in consequence of the appointment of the Proton Outrage Committee; also, the authority under which the several payments were made.

	NAMES OF WITNESSES.	AMOUNT PAID TO EACH.
		$ cts.
Witnesses	J. W. Henderson	32 00
	John McDowell	18 00
	William Hughes	18 00
	Thomas Rogers	18 00
	James May	18 00
	John Abbott	18 00
	William Robinson	18 00
	Joseph McArdle	18 00
	James Wright	20 00
	P. J. Brown	15 00
	J. W. Lewis	44 70
	Gilbert McKechnie	20 00
	James Gun	20 00
Paid to Bailiffs for service of summons	Caughey and Walsh	4 00
Paid to Reporter for 15 hours, at $20 per hour	S. J. Watson	300 00
		581 00
Expense of printing and printing paper		206 00
Total		$787 70

The witnesses and bailiffs were paid on the certificate of J. C. Rykert, M.P.P., Chairman of the Committee, countersigned by the Speaker of the Legislature; and the Reporter was paid upon order from the Clerk of the Legislature.

JOHN NOTMAN,
Accountant Legislative Assembly.

RETURN

To an address of the Legislative Assembly to His Excellency the Lieutenant-Governor praying that he will cause to be laid before this House a copy of regulations of the Council of Public Instruction and other instructions relating to the admission of pupils to the High School or Collegiate Institutes.

2. A copy of the Order in Council suspending or disallowing these regulations and a copy of any instructions issued by the Government to boards of trustees on this subject.

3. The number of pupils admitted to each High School and Collegiate Institute since the suspension of these regulations, the names of the Schools and Institutes, and of the examiners, and the subjects on which the candidates were examined, the extent of the examination in the subjects and the number of marks obtained by these pupils.

4. Copies of any reports to the Education Department, or to the Government in regard to the examinations and admissions, from Inspectors, Trustees or other parties and copies of any correspondence or reports throwing light upon the operation of the law since the date of the suspension of the regulations on the subject.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 17th February, 1873.

No. 3377, Q.^{3}.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

EDUCATION OFFICE, TORONTO, 15th February, 1873.

SIR,—I have the honour to acknowledge the receipt of Mr. Eckart's letter of the 24th ultimo, requesting me to forward to you, the information required in a return asked for by the Legislative Assembly, relating to the admission of pupils to the High Schools, since the date of the suspension of the regulation of the Council of Public Instruction on the subject.

The information asked for is herewith transmitted, with the exception of the details of Part III of the Return. Those details are being prepared as fast as the reports on the subject are received from the High Schools, and will be furnished as promptly as possible.

I may remark, that, as the suspension of the Regulations of the Council still continues, the recent examinations of pupils for admission to the High Schools took place without any supervision on the part of the Inspectors, as did those in October last.

The details will be ready very shortly, as I have explained, and will be in time should the Return be printed.

I have the honour to be,
Sir,
Your obedient servant,

(Signed), E. Ryerson.

The Honourable T. B. Pardee, M.P.P.,
Provincial Secretary, Toronto.

SCHEDULE.

Part. I,—Regulations of the Council of Public Instruction, and other instructions relating to the admission of pupils to the High Schools, or Collegiate Institutes.

No.	Document.	Date.
1.	Circular of Chief Superintendent of Education, to High School Boards, transmitting programme of studies and explaining the system of admission	13 Aug., 1871.
2.	Regulations for the admission of pupils to High Schools and Collegiate Institutes	
3.	Circular from the Education Department with instructions for the entrance examination to be held on 10th October, 1872	24 Aug., 1871.
4.	Memorandum from the Education Department reducing the number of marks required for admission to fifty per cent	26 Sept., 1872.
5.	And additional Memorandum issued in consequence of the suspension of the Regulations	2 Oct., 1872.

Part. II.—Order in Council suspending or disallowing these Regulations, and a copy of any instructions issued by the Government to Boards of Trustees on this subject.

No.	Document.	Date.
6.	The Order in Council	26 Sept., 1872.
7.	Circular from the Honourable the Provincial Secretary to High School Boards, informing them that His Excellency has, by Order in Council, suspended the Regulations of the Council of Public Instruction for the admission of pupils to High Schools and Collegiate Institutes	27 Sept., 1872.

Part. III.—The number of pupils admitted to each High School and Collegiate Institute since the suspension of these Regulations, the names of the Schools and Institutes, and of the Examiners, and the subjects on which the candidates were examined, the extent of the examination in these subjects, and the number of marks obtained by these pupils.

Documents.

No.

8. Statement showing the name of each High School, and the following information respecting entrance examinations held in such School since the suspension of the Regulations.

(1). Number of pupils admitted to the High Schools and Collegiate Institutes.
(2.) Minimum percentage of marks required of a candidate for admission.
(3.) Average percentage of marks obtained by successful candidates for admission.

PART IV.—Copies of any reports to the Education Department, or to the Government, in regard to the examinations and admissions, from Inspectors, Trustees or other parties, and copies of any Correspondence or Reports throwing light upon the operation of the Law since the date of the suspension of the Regulations on the subject.

No.	FROM WHOM.	TO WHOM	SUBJECT.	DATE.
9	Inspector McLellan	Deputy Superintendent	Transmitting examination questions, and recommending 75 per cent as the standard for admission	27th July, 1872.
10	Do	do	Stating that having noticed that 75 per cent has been fixed as the minimum, his colleague and himself regard 50 per cent sufficient	17th September, 1872.
11	Chief Superintendent	Inspector McLellan	Regarded 75 per cent as too high, but refers the Inspector to his own suggestion. Will modify the instructions	24th September, 1872
12	Inspector McLellan	Chief Superintendent	Thinks there must have occurred a misapprehension of his letter of 27th July	25th September, 1872.
13	Chief Superintendent	Inspector McLellan	Transmits copy of the Inspector's letter of 27th July, and points out an inconsistency	28th September, 1872.
14	Chairman of the School Board, Guelph	Hon. Provincial Secretary	Would exhort the Chief Superintendent to delay putting the regulations for admission into operation for the present, and rather than they thould be now acted on, would pray that their operation be stayed by the Government	12th September, 1872.
15	Head Master of the High School, Guelph	do	Concurs in the request of the Chairman	14th September, 1872.
16	Hon. Provincial Secretary	Chairman of the School Board, Guelph	Apprising him of the suspension of the Regulations	28th September, 1872.
17	Assist. Provincial Secretary	Clerk of the Council of Public Instruction	Enclosing a Copy of the Order in Council	27th September, 1872.
18	Assist. Provincial Secretary	Chief Superintendent	do do	27th September, 1872.
19	Chief Superintendent	Hon. Provincial Secretary	Regrets the effect of the Order in Council	8th October, 1872.
20	Council of Public Instruction	do	Justification of their proceedings. Reasons and authorities on which the Regulations were founded. Surprise that they were suspended without a previous communication. Investigation requested	9th October, 1872.
21	Chief Superintendent	do	Transmits the reply of the Council. Uniform entrance examination a necessary preliminary to payment of the grant by results	10th October, 1872.
22	Mr. Kinloch, by instruction of the Hon. The President of the Council	Clerk of the Council of Public Instruction	Regulations were suspended solely for illegality. The duty will again devolve upon the Council of framing regulations. The Government will aid the Council, within the law, in securing a uniform entrance standard	15th October, 1872.
23	Do do	Chief Superintendent	Requests his perusal of the letter addressed to the Council. Uniform entrance examinations most desirable	16th October, 1872.

PART IV.—Copies of any reports to the Education Department, or to the Government.—*Continued.*

No.	FROM WHOM.	TO WHOM.	SUBJECT.	DATE.
24	Chief Superintendent	Hon. Provincial Secretary	Enclosing Minute of Council of Public Instruction requesting publication of their letter, also communications from the following persons regretting the suspension of the Regulations, viz: 1. High School Board, Bowmanville. 2. Inspector, County Durham. 3. Head Master, High School, Brantford. 4. Inspector, County Peel 5. Head Master, Collegiate Institute, Cobourg. 6. Inspector, City of Kingston. 7. Inspector, County Simcoe, North. 8. Head Master, High School, Barrie.	16th October, 1872.
25	Do	Mr. Kinloch, (Office of Hon. President of the Council)	Suggests the rescinding or modification of the Order in Council, in order that uniform entrance examinations may be held	21st October, 1872.
26	Council of Public Instruction	do do	In further explanation of their action with respect to the Regulations. If those Regulations were illegal, they are at a loss as to the framing of new ones without a change in the law	21st October, 1872.
27	Mr. Kinloch, (by direction of the Hon. President of the Council.)	Chief Superintendent	Refers the Chief Superintendent to the letter to the Council. Any legislation deemed necessary will be considered. The Government desires to act in harmony with the Council. Publication of discussion not in the public interest. Returns the extracts sent on 16th October	22nd October, 1872.
28	Do do	do	Acknowledges receipt of letter 22nd October	24th October, 1872.
29	Do do	Clerk of the Council of Public Instruction	do do 21st	24th October, 1872.
30	Chief Superintendent	Mr. Kinloch, (Office of Hon. President of the Council)	Letter was laid before the Council of Public Instruction, whose reply is transmitted. Refers to seeking opinion of a Court as to legality of Regulations. No consultation has been had by any member of the Government with any member of the Council	25th October, 1872.
31	Council of Public Instruction	do do	Reply to letter of 22nd October. The Council desires the opinion of Judges on the legality of their acts, under the provision 23 Victoria, cap. 49, sec. 23, and hopes the Government will allow the Chief Superintendent to obtain such opinion. They deem it premature in the absence of such opinion to recommend legislation, and are at a loss respecting any new regulations. They are desirous of harmonious action with the Government	25th October, 1872.

32	Head Master High School, Newmarket	Hon. Provincial Secretary	Requesting information as to the times of Examinations for admission	2nd October, 1872.
33	Hon. Provincial Secretary	Head Master High School, Newmarket	Refers the Head Master to the Education Department for information	7th October, 1872.
34	Inspector McKenzie	Chief Superintendent	Instances showing the absolute necessity of the Inspector's veto with respect to Examinations for admission	23rd December, 1872.
35	Inspector McLellan	do	Injurious effects of removing checks on the local examiners for admission. Instances. Suggestions.	2nd January, 1873.

PART I.

Copy of the Regulations of the Council of Public Instruction, and other instructions relating to the admission of pupils to the High Schools or Collegiate Institutes.

No. 1.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

CIRCULAR TO THE BOARDS OF TRUSTEES OF HIGH SCHOOLS IN THE PROVINCE OF ONTARIO.

EDUCATION OFFICE, TORONTO, 13th August,.1871.

GENTLEMEN,—I herewith transmit the Programmes of Studies under the new School Act. Most of the Regulations in respect to the duties of Masters and Pupils, and for all purposes of Discipline, (and which will appear in the *Journal of Education* in a few days), are the same in the High Schools as in the Public Schools; the few particulars in which they differ are noted and provided for in the Regulations, which I trust will remove many causes of past misunderstandings and facilitate the management of the schools on the part of both Trustees and Teachers.

2. What were heretofore known as Common Schools are now called Public Schools, and what were formerly called Grammar Schools are now termed High Schools. The Programmes of Studies for both these classes of schools were vague and indefinite, and no sufficient agencies existed to give them effect, imperfect and general as they were; but under the new Act, (providing as it does for the efficient inspection of schools and means to enable Trustees of High Schools, as heretofore of Public Schools to provide and pay a sufficient staff of qualified teachers) the schools are not only classified, but also the subjects taught in them. Hitherto the Grammar Schools have been considered as almost exclusively Classical Schools, and the programme of studies for them was chiefly formed with that view, but under the new Act, it is especially provided that they shall be High English Schools as well as Elementary Classical Schools, and for girls as well as for boys. When it is provided in the Act that in each High School, "provision shall be made for teaching to both male and female pupils the higher branches of an English and Commercial Education, including the Natural Sciences, with special reference to Agriculture," it was clearly intended that the lower or elementary branches of an English Education, should not be taught in the High Schools, but in the Public Schools. It was also intended that all pupils to be eligible for admission to the High Schools for the study of classics, as well as for higher English, must first be grounded in the elements of a sound education in their own native language, as strongly urged by the latest Royal and Parliamentary Commissions on Education in England, but strangely overlooked hitherto, as little boys six and seven years of age have been put to the study of ancient and foreign languages, and left to grow up to manhood without ever having been formally taught their native tongue, or the essential elements of a practical English Education. This anomaly is provided against by the new Act in the future education of Canadian youth, at least so far as the High Schools are concerned. Accordingly the 38th Section of the new Act, which became law on the 15th of last February, provides as follows :—

ADMISSION OF PUPILS TO HIGH SCHOOLS.

"38. The County, City or Town Inspector of Schools, the Chairman of the High School Board and the head master of the High School shall constitute a Board of Examiners for the admission of pupils to the High School according to the regulations and programme of examination provided according to law; and it shall be the duty of the Inspector of High Schools to see that such regulations are duly observed in the admission of pupils to the

High Schools; Provided nevertheless, that the pupils already admitted as Grammar School pupils according to law, shall be held eligible without further examination for admission as pupils of the High Schools; And provided furthermore, that pupils from any part of the county in which a High School is or may be established shall be admitted to such school on the same terms as pupils within the town or village of such school."

4. In accordance with this provision of the Act, the Council of Public Instruction has prescribed, that "the subjects of examination for admission to the High Schools shall be the same as those prescribed for the *first four classes* of the Public Schools."* It will be seen from the explanatory remarks preceding the programme, that some subjects of the fourth class of Public School programme are omitted in regard to pupil candidates for the *classical course* of the High School. The examinations for admission to the High School must be *on paper*, and the examination papers with the answers are to be preserved for the examination of the High School Inspector, that he may not depend wholly on the individual examination of pupils as to whether the regulations have been duly observed in the examination and admission of pupils.

5. It is to be observed also, that though pupils are eligible for promotion from the Public to the High School, after passing a satisfactory examination in the subjects of the first four classes of the former, it is quite at the option of the parents or guardians of pupils whether they shall enter the High School or not before they complete the whole programme of studies in the Public Schools, when they can then enter an advanced class in the High School.

6. The prescribed programme of studies for the High Schools is not intended to be obligatory before the commencement of 1872, except in as far as Boards of Trustees and Head Masters may think proper to introduce it this current half-year, and except in as far as it relates to *admission* to the High Schools—the conditions of admission of new pupils taking effect immediately. I may also remark, that as the Senate of the Toronto University contemplate (as is understood) some change in the Matriculation curriculum, it is probable some modifications of the classical course of the High Schools may be required and made before the commencement of 1872.

7. While the 34th section of the new Act provides that each Board of High School Trustees shall make provision for teaching "the Latin, Greek, French and German languages to those pupils whose parents or guardians desire it;" the same section also provides, that "the Council of Public Instruction shall have power to exempt any High School, which shall not have sufficient funds to provide the necessary qualified teachers, from the obligation to teach the German and French languages."

8. As to Collegiate Institutes, provided for by the 41st section of the new Act, I shall not be in a position to submit to the Lieutenant-Governor in Council the recognition and payment of any High School as a Collegiate Institute, until I receive the Inspectors special report, in connection with the application and statement of the Board of Trustees, as to whether the conditions of the Act are fulfilled in regard to the number of "masters teaching the subjects of the prescribed curriculum, and the average number of male pupils studying the Latin or Greek language." But in each case of satisfactory report and application, I shall recommend that the recognition of the High School as a Collegiate Institute take effect from the first of July.

9. The Legislature, at its last Session, added $20,000 to the High School Grant, exclusive of Collegiate Institutes; and with the greatly increased powers of High School Boards of Trustees, and the improved regulations and programme, I trust the efficiency and usefulness of High Schools will be immensely promoted. I therefore conclude this circular by reminding you again of the province of High Schools as a part of our system of Public Instruction; and I cannot better do so than in the words employed by the Council of Public Instruction, in the explanatory memoranda, prefatory to the programme of the course of studies for the High Schools.

"The fundamental principle of our system of Public Instruction is, that every youth, before proceeding to the subjects of a higher English or of a classical education, shall first be grounded in the elementary subjects of a Public School education. No candidates are, therefore, eligible for admission to the High Schools except those who have manifested proficiency in the subjects of the first four classes of the Public School programme, by passing a satisfactory examination.

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* See page 16.

"The objects and duties of the High Schools are two fold :

"*First*, commencing with pupils who (whether educated in either a public or private school) are qualified as above, the High Schools are intended to complete a good English education, by educating pupils not only for commercial, manufacturing and agricultural pursuits, but for fulfilling with efficiency, honour and usefulness, the duties of Municipal Councillors, Legislators and various public offices in the service of the country.

"The *Second* object and duty of the High Schools (commencing also with pupils qualified as above), is to teach the languages of Greece and Rome, of Germany and France, the Mathematics, &c., so far as to prepare youth for certain professions, and especially for the Universities, where will be completed the education of men for the learned professions, and for Professorships in the Colleges, and Masterships in the Collegiate Institutes and High Schools."

I have the honour to be,
Gentlemen,
Your obedient servant and fellow-labourer

(Signed), E. RYERSON.

PROGRAMMES OF COURSE OF STUDY FOR THE HIGH SCHOOLS.

Prescribed by the Council of Public Instruction for Ontario, under the authority of the School Laws of Ontario.

NOTE.—The programme is published for the information of the Trustees and Head Masters, but will not be obligatory until January, 1872. In consequence of changes being contemplated in the curriculum of the University of Toronto, modifications may be made in the classical programme before it comes into force.

EXPLANATORY MEMORANDA.

The fundamental principle of our system of public instruction is, that every youth before proceeding to the subjects of a higher English or of a classical education, shall first be grounded in the elementary subjects of a public school education. No candidates are, therefore, eligible for admission to the High Schools except those who have manifested proficiency, by passing a satisfactory examination in the subjects of the first four classes of the Public School programme.

The objects and duties of the High Schools are two fold :

First, commencing with pupils who (whether educated in either public or private school) are qualified as above, the High Schools are intended to complete a good English education, by educating pupils not only for commercial, manufacturing and agricultural pursuits, but for fulfilling with efficiency, honour and usefulness the duties of municipal Councillors, Legislators, and various public offices in the services of the country.

The *Second* object and duty of the High Schools (commencing also with pupils qualified as above, is to teach the languages of Greece and Rome, Germany and France, the Mathematics, &c., so far as to prepare youth for certain professions, and especially for the Universities, where will be completed the education of men for the learned professions, and for Professorships in the Colleges, and Masterships in the Collegiate Institutes and High Schools.

ADMISSION OF PUPILS TO THE HIGH SCHOOLS.

The thirty-eighth section of the School Law of 1871 provides for the admission to the High Schools as follows :—

"The County, City or Town Inspector of Schools, the Chairman of the High School Board, and the Head Master of the High School shall constitute a Board of Examiners for the admission of pupils to the High School, according to the regulations and programme of examination provided according to law ; and it shall be the duty of the Inspectors of High

Schools to see that such regulations are duly observed in the admission of pupils to the High Schools."

ADMISSION OF PUPILS.

The admission of pupils by the Board of Examiners constituted by the thirty-eighth section of the Act of 1871 shall be regarded as subject to the approval of the Inspectors of High Schools. Admissions shall take place immediately after the Christmas and Summer vacations, and pupils admitted at other times will not be reckoned for that half year in the apportionment. The questions and replies of candidates for admission shall be preserved for the examination of the Inspectors.

The subjects of the examination for admisssion to the High Schools are the same as those prescribed for the first four classes in the Programme of Studies for the Public Schools, but for pupils intended for the classical course, the entrance test in *Arithmetic* is the standard prescribed for the third class in the Public Schools, and omitting from the subjects of the fourth class Christian Morals, Animal Kingdom and elements of Chemistry and Botany. It shall, however, be entirely at the option of the parent or guardian of a pupil whether he shall enter the High School on being able to pass the entrance examination, or continue his studies throughout the whole course of the Public School programme, and then enter an advanced class of the High School.

Pupils entering the High Schools, must take either the English or classical course of studies.

Pupils shall be arranged in classes corresponding to their respective degrees of proficiency. There may be two or more divisions in each class, and each pupil shall be advanced from one division or class to another, with reference to attainments, without regard to time, according to the judgment of the Head Master: and if any difference take place between the parent or guardian of a pupil and the Head Master, in regard to the advancement of such pupil, the Inspector of the High School shall decide.

No departure from the prescribed programme is allowable. Where *options* are authorized the permission must not be given to any pupil without the recommendation of the Head Master and the sanction of the Board of Trustees.

Pupils who have been admitted to the High Schools under the previous regulations, must be taught those subjects of the first four classes of the Public School Programme with which they are not acquainted.

I.—ENGLISH COURSE.

SUBJECT.	FIRST FORM.	SECOND FORM.	THIRD FORM.	FOURTH FORM.
ENGLISH GRAMMAR & LITERATURE............	English Grammar, including Etymology. Advanced or Sixth Reader and Collier's History of English Literature.	Collier's History of English Literature. English Grammar, including Etymology.	English Classics (critically and analytically read), Selection No. 1.	English Classics (critically and analytically read), Selection No. 2.
COMPOSITION...............	Practice in writing familiar and business letters.	Practice in composition.	Practice in composition.	Practice in composition.
READING, DICTATION & ELOCUTION	Practice in reading and writing to dictation from first four reading books.	Practice in writing to dictation.	Same as Form II., with elocution.	Elocution.
PENMANSHIP	Practice in Penmanship.	Practice in Penmanship.		
LINEAR DRAWING	Free hand and map drawing. Outlines of plain and solid figures.	For boys, mathematical drawing, and for girls, shading and landscape.	Drawing of animals, human form, mathematical projection, shading and colouring.	
BOOK-KEEPING, &c......	Single and double entry.	Single and double entry, commercial forms and usages.	Banking, Custom House, General Business Transactions.	Subject of Form III., with Telegraphy.
ARITHMETIC	Practice, Proportion, Interest, simple and compound.	Discount, Stocks, Exchange, Involution and Evolution, Scales of Notation.	General	Review.
ALGEBRA....................	Definitions and first 17 exercises of authorized text-book.	To end of quadratic equations.	Authorized text-book, to end of Section XIV.	To end of authorized text-book.
GEOMETRY.....	Euclid, BookI.*	Books II. and III.†	Book IV.,with principles of Book V.	Book VI., with review of whole subject.
LOGIC......	....	....	Easy lessons in Reasoning, Part I. to p. 71.	Easy lessons in Reasoning, completed.
TRIGONOMETRY............	....	... .	Plane Trigonometry, to solution of triangles (inclusive).	Application of Plane Trigonometry.

MENSURATION............	Definitions, Mensuration of surfaces.	Definitions, Mensuration of Surfaces and Solids.		
HISTORY..................	Outlines of English and Canadian History.	Elements of Ancient and Modern History. English and Canadian History continued.	Outlines of History of Greece and Rome.	Outlines of Modern History.
GEOGRAPHY AND ASTRONOMY................	Political Geography, products, &c., of principal countries in the world. Modern (Mathematical, Physical, and Political).	Physical Geography of the continents generally. Ancient Geography.	General review of subject. Use of Terrestrial Globes.	Outlines of Astronomy — Celestial Globe.
NATURAL PHILOSOPHY.	Nature and use of the mechanical powers.	Composition and Resolution of Forces; Centre of Gravity; Moments of Force: Principle of Virtual Velocities and Hydrostatics (Tomlinson).	Pneumatics and Dynamics.	Elements of Electricity and Magnetism. ‡
CHEMISTRY AND AGRICULTURE......	Ryerson's Agriculture, Part I.	Text-book (Ryerson) completed.	Elements of Chemistry.	Elements of Chemistry.
NATURAL HISTORY......	"How plants grow," (Gray).	Animal Kingdom.	General review.	
PHYSIOLOGY	....	Human Physiology (Cutter's).		
CHRISTIAN MORALS.....	Christian Morals.			
ELEMENTS OF CIVIL GOVERNMENT	....	. .. .	....	"Elements of Civil Government."

* Girls not in Geometry will take in Form I. Easy Lessons in Reasoning, Part I.
† Girls not in Geometry will take in Form II. Easy Lessons in Reasoning, Part II.
‡ The subjects of Electricity and Magnetism may be taken up earlier in the course, at the discretion of the Head Master.

II.—CLASSICAL COURSE, WITH FRENCH AND GERMAN.

Prescribed by the Council of Public Instruction for Ontario, under the authority of the School Laws of Ontario.

SUBJECT.	FIRST FORM.	SECOND FORM.	THIRD FORM.	FOURTH FORM.
ENGLISH GRAMMAR & LITERATURE	English Grammar, including Etymology. Advanced or Sixth Reader.	Collier's History of English Literature.	English Classics (critically and analytically read). Selection No. I.	English Classics (critically and analytically read). Section No. 2.
COMPOSITION	Practice in writing familiar and business letters.	Practice in Composition.	Practice in Composition.	Practice in Composition.
PENMANSHIP	Practice in Penmanship.	Practice in Penmanship.		
LINEAR DRAWING	Map and free hand drawing. Outlines of plain and solid figures.	For boys, mathematical drawing, and for girls, shading and landscape.	Drawing of animals, human form, mathematical projection, shading and colouring.	
ARITHMETIC	Practice, Proportion, Interest, simple and compound.	Discount, Stock, Exchange, Involution and Evolution, Scales of Notation.		
ALGEBRA	Definitions and first 17 exercises of authorized text-book.	To end of quadratic equations.	Authorized text-book, to end of Section XIV.	To end of authorized text-book.
GEOMETRY	Euclid, Book I.*	Books II. and III.†	Book IV., with principles of Book V.	Book VI., with review of the whole subject.
TRIGONOMETRY	......	......	Plane Trigonometry, to solution of triangles (inclusive).	Application of Plane Trigonometry.
HISTORY	Outlines of English and Canadian History.	Elements of Ancient and Modern History.	Outlines of History of Greece and Rome.	Outlines of History of Greece and Rome continued.
GEOGRAPHY AND ASTRONOMY	Political Geography, products, &c., of principal countries in the world. Modern (Mathematical, Physical, and Political).	Outlines of Ancient Geography, (Pillans).	Ancient Geography continued.	

NATURAL HISTORY	"How plants grow," (Gray).	Animal Kingdom.	General Review.	
CHRISTIAN MORALS	Christian Morals.			
ELEMENTS OF CIVIL GOVERNMENT				"Elements of Civil Government."
FRENCH §		‡Pujol, Part I.; or De Fivas' grammar, with exercises.	Pujol, Part II., with selections from Part IV., or De Fivas' Grammar and Exercises, with Collot's Conversations, and De Fivas' Elementary Reader.	Pujol, Part III., with selections from Part IV., or De Fivas' Grammar and Exercises, with conversations. Voltaire, Hist. de Charles XII., Chaps. VI., VII., VIII. Corneille, Horace, Acts I., II.
GERMAN §		Grammar (Ahn).	Grammar (Ahn), Adler's Reader.	Goethe, Hermann, and Dorothea, Canto II.
LATIN	Latin Grammar commenced. Harkness' Introductory Book, or Smith's Principia Latina, Part I.	Latin Grammar (continued). Arnold's 2nd Latin Book, or Smith's Principia Latina. Harkness' Latin Reader.	Cæsar, Virgil, Æneid, Book II. commenced. Latin Prose Composition. Prosody commenced.	Cicero (for the Manilian Law). Horace, Odes Book I. Latin Prose Composition. Prosody continued.
GREEK		Greek Grammar commenced. Harkness' 1st Greek Book, or Smith's Initia Græca.	Greek Grammar continued. Harkness or Smith continued. Lucian, Charon.	Lucian, Life. Homer, Iliad, B. I.

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* Girls not in Geometry will take in Form I. Easy Lessons in Reasoning, Part I.

† Girls not in Geometry will take in Form II. Easy Lessons in Reasoning, Part II.

‡ It is proposed that before its being introduced into the schools, the Pujol shall be published in separate parts.

§ The German and French Languages are optional.

Provision is not made in the programme for the Honor work in the Universities, as pupils intended for honors will require special arrangement.

No. 2.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

REGULATIONS FOR THE ADMISSION OF PUPILS TO HIGH SCHOOLS AND COLLEGIATE INSTITUTES.

1. *Admission of Pupils.*—The School Law of 1871, sec. 38, provides that "The County, City or Town Inspector of Schools, the Chairman of the High School Board and the Head Master of the High School shall constitute a Board of Examiners for the admission of pupils to the High School according to the regulations and programme of examination provided according to law; and it shall be the duty of the Inspector of High Schools to see that such regulations are duly observed in the admission of pupils to the High Schools; Provided, nevertheless, that the pupils already admitted as Grammar School pupils according to law, shall be held eligible without further examination for admission as pupils of the High Schools; And provided furthermore, that pupils from any part of the county in which a High School is or may be established, shall be admitted to such school on the same terms as pupils within the town or village of such school."

2. *Duties of Inspectors.*—The Inspectors shall receive and be responsible for the safe keeping, unopened, of the examination papers, until the day of examination. He shall also, at the close of the examination of candidates for admission, submit the answers of candidates to the board for examination and report; but under no circumstances shall a certificate of admission be awarded to any candidate until the report on his answers shall have been considered and approved by a majority of the Board, including the Inspector.

3. *Viva voce and Special Examinations in Reading.*—The Board of Examiners shall subject the candidates to *viva voce* examination in reading, of the result of which a record shall be made.

4. Each Examiner, by his acceptance of office, binds himself in honour to give no information to candidates, directly or indirectly, by which the examination of that candidate might be affected.

5. *Time and place of each Examination.*—The examination of candidates for admission to the High School, or Collegiate Institute, shall be held in such place as may be agreed upon by the Examiners.

6. *Proceedings at each Examination.*—The Inspector shall preside at the opening of the examination; and, at nine o'clock on the morning of the first day, in the presence of such of his colleagues as may be there, and of the candidates, he shall break the seal of the package of examination papers received for that examination, from the Education Department. He shall also break open the seal of each additional packet of examination papers as required, in the presence of a co-examiner and of the candidates. He shall further see that at least one examiner is present during the whole time of the examination, in each room occupied by the candidates. He shall, if desirable, appoint one or more of his co-examiners (1) to preside at the examination in any of the subjects named in the programme: (2) to read and report upon the answers as they are received.

7. The examination, except in reading, shall be conducted wholly on paper.

8. The candidates, in preparing their answers, will write only on one page of each sheet· They will also write their names on each sheet, and, having arranged their papers in the order of the questions, will fold them once across and write on the outside sheet their names. After the papers are once handed in, the Examiners will not allow any alteration thereof, and the presiding Inspector is responsible for the subsequent safe.keeping of the same, until he has handed them to the High School Inspector.

9. The presiding Inspector or Examiner must be punctual to the moment in distributing the papers, and in directing the candidates to sign their papers at the close of the allotted time. No writing, other than the signature, should be permitted after the order to sign is given. The candidates are required to be in their allotted places in the room before the hour appointed for the commencement of the examination. If a candidate be not present till after the commencement of the examinations, he cannot be allowed any additional time on account of such absence.

10. In examining the answers of candidates, it is desirable that at least two Examiners should look over each paper.

11. The Department will, on the margin of the questions, assign numerical values to each question or part of a question, according to their judgment of its relative importance. The local examiners will give marks for the answers to any question in correspondence with the number assigned to the question, and the completeness and accuracy of the answers.

12. In order that a candidate may obtain admission to the High School, or Collegiate Institute, the sum of his marks must amount to at least seventy-five per cent. of the assigned value of the answers given in margin of the examination questions.

13. The names of successful candidates shall be arranged alphabetically.

14. In the event of a candidate copying from another, or allowing another to copy from him, or taking into the room any book, notes, or anything from which he might derive assistance in the examination, it shall be the duty of the presiding Examiner, if he obtain clear evidence of the fact at the time of its occurrence, to cause such candidate at once to leave the room ; neither shall such candidate be permitted to enter during the remaining part of the examination, and his name shall be struck off the list. If, however, the evidence of such case be not clear at the time, or be obtained after the conclusion of the examination, the Examiners shall report the case at a general meeting of the Examiners, who shall reject the candidate if they deem the evidence conclusive.

15. The subjects of examination for admission to the High Schools, or Collegiate Institutes, shall be the same as those prescribed for the *first four classes* of the Public Schools, and the examination papers on those subjects shall be prepared by the High School Inspectors. The examinations for admission to the High School must be *on paper*, and the examination papers with the answers are to be preserved for the examination of the High School Inspector, that he may not depend wholly on the individual examination of pupils as to whether the regulations have been duly observed in the examination and admission of pupils.

16. Although pupils are eligible for promotion from the Public to the High Schools, after passing a satisfactory examination in the subjects of the first four classes of the former, it is quite at the option of the parents or guardians of pupils, whether they shall enter the High School or not before they complete the whole programme of studies in the Public Schools, when they can then enter an advanced class in the High School.

17. All candidates passing a satisfactory examination before the local Board, shall receive from it a certificate of eligibility for admission, and shall be temporarily admitted by the Head Master. But their attendance will not be credited to the school should the Inspector of High Schools disapprove of their admission.

18. The High School Board will provide the stationery required for conducting the examinations.

PROGRAMME OF COURSE OF STUDY FOR PUBLIC SCHOOLS (to 4th Class).

N.B. – The Italics show the Subjects of Examination for entrance to the High Schools.

SUBJECT.	FIRST CLASS.	SECOND CLASS.	THIRD CLASS.	FOURTH CLASS.
READING	First and Second Reading Books.	Third Reading Book, to p. 164.	Third Reading Book.	*Fourth Reading Book to p. 244.*
SPELLING	First and Second Reading Books.	Third Reading Book to p. 164 additional and Spelling Book.	Third Reading Book, additional, and Spelling Book.	*Fourth Reading Book to p. 244, additional, and Spelling Book.*
WRITING..	Letters of Alphabet and Simple Words.	Simple Words.	Capitals and Words neatly and legibly.	*Neatly and legibly.*
ARITHMETIC	Arabic Notation to 1000; Addition and Subtraction; Simple questions in Mental Arithmetic.	Arabic Notation to 1,000,000, and Roman Notation to M. Arithmetical Tables; Simple Rules; Reduction; Simple questions in Mental Arithmetic.	**Arabic and Roman Notation to four periods; Compound Rules. Least Common Multiple and Greatest Common Measure; and Vulgar Fractions to Reduction inclusive; Mental Arithmetic*	†*Principles Arabic and Roman Notation, Vulgar Fractions, Decimal Fractions, Simple Proportion with reasons of rules, Mental Arithmetic.*
GRAMMAR.		Pointing out the Nouns, Verbs, Adjectives, Adverbs, Pronouns, and Prepositions, on any page of Second Reader.	Parts of Speech, gender, person, and number of Nouns; Comparison of Adjectives; Separating Simple Sentences into their two essential parts.	*Principal Grammatical Forms and Definitions; Analysis of Simple Sentences; Parsing Simple Sentences.*
OBJECT LESSONS.........	Lessons on common objects and things, on Natural History and on Moral Duties.	Lessons on common objects and things; Lessons on Natural History; Lessons on Moral Duties.		
COMPOSITION		Simple Sentences, orally and in writing; Short descriptions of simple objects.	Simple Sentences of any kind, orally or in writing; Short descriptions of simple objects.	*Simple and Complex Sentences orally or in writing; Grammatical changes of Construction; Short Narrative or Description; Familiar Letters.*

GEOGRAPHY...............	Cardinal points of compass. Map definitions, and map notations.	Definitions. Map of World generally. Maps of America and Ontario.	Map of Canada generally.	*Maps of Europe, Asia, and Africa. Maps of Canada and Ontario.*
CHRISTIAN MORALS.....				Christian Morals.
CIVIL GOVERNMENT.....				
HUMAN PHYSIOLOGY....				
NATURAL HISTORY......				General view of the Animal Kingdom.
AGRICULTURE, CHEMISTRY, AND BOTANY.				Elements of Chemistry and Botany in First Lessons in Agriculture, pp. 9-76.
LINEAR DRAWING.	On Slates.	On Slates.	On Slates and Blackboard.	*Outline of Maps, common objects on paper.*
VOCAL MUSIC	Simple Songs.	Simple Songs.	Simple Songs.	Simple Songs.

NOTE. The subjects of admission to the High Schools are the same as those prescribed for the first four classes in the Programme of Studies for the Public Schools, but for pupils intended for the classical course, the entrance test in Arithmetic is the standard prescribed for the third class in the public schools, and omitting from the subjects of the fourth class Christian Morals, Animal Kingdom, and Elements of Chemistry and Botany.

* Arithmetic Examination for entrance to Classical Course.

† Arithmetic Examination for entrance to English Course.

No. 3.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

EXAMINATIONS FOR ADMISSION OF PUPILS TO THE HIGH SCHOOLS AND COLLEGIATE INSTITUTES OF ONTARIO.

In accordance with a general wish as expressed last year and concurred in by the Council of Public Instruction, an examination of pupils for admission to the High Schools and Collegiate Institutes will be held (D.V.,) in each High School or Collegiate Institute District, commencing on Thursday, 10th of October, at 9 a.m., and may be continued during the following day.

Candidates must notify the City, County, or Town Inspector (as the case may be) not later than the 15th September, of their intention to present themselves for examination and the Inspector will inform the Department not later than the 20th of September, of the number of candidates for admission, as the examination papers cannot be printed off until this information shall have been received from every one of the Inspectors. An omission of one Inspector in this matter, beyond the time specified, may delay the printing and despatch to the Inspectors, of the examination papers.

County Inspectors are members only of Boards of Examiners for admission to the High Schools in Villages and Townships, City and Town Inspectors are members of the Board of Examiners for admission to the High Schools in such cities and towns.

For this year, these examinations will be retrospective in their effect as regards pupils who entered for the summer term, whose attendance for that term will be reckoned, provided they succeed at the examination, and their papers are approved by the High School Inspector.

The examination papers will be sent to the Public School Inspector, (who will be responsible for the conduct of each examination according to the regulations). Where a County Inspector is also Town Inspector, he (will with the concurrence of his colleagues) arrange for the examination to be held at each school at the time fixed. The Inspector will, immediately after the meeting of the Board of Examiners, at the close of the examinations, and not later than the 20th of October, transmit to the Department the report of the Board of Examiners, and also the whole of the answers of the candidates —the latter for the examination and approval of the High School Inspectors. The surplus examination papers are also to be returned for binding up.

Education Department,
24th August, 1872.

No. 4.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

MEMORANDUM ON HIGH SCHOOL EXAMINATIONS.

On further consultation and consideration of the subject of the prescribed examination for the admission of pupils to the High Schools and Collegiate Institutes, it is thought that the minimum of fifty per cent. (instead of seventy-five per cent., as stated in the Regulations accompanying my circular of the 3rd of August) of the assigned value of the answers given in the margin of the examination questions, would be sufficient for the admission of pupils the current year. The Local Boards of Examiners will, therefore, act according to this modification of the Regulations and instructions for the admission of pupils to the High Schools and Collegiate Institutes.

Education Office, 26th Sept., 1872.

No. 5.

ADDITIONAL MEMORANDUM.

As the regulations for admission of pupils to the High Schools have been suspended by Order in Council, the examination questions prepared for that purpose by the Department will not be issued.

Education Office, 3rd October, 1872.

PART. II.

No. 6.

COPY of the Order in Council suspending or disallowing these regulations, and a copy of any instructions issued by the Government to Boards of School Trustees on this subject.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-sixth day of September, A. D. 1872.

The Committee of Council have had under consideration the Regulations of the Council of Public Instruction for the admission of pupils to High Schools and Collegiate Institutes, and the report of the Attorney-General, dated 24th instant, in respect thereof, wherein he states that the 38th section of the School Act of 1871 (34 Vic., chap. 33) constitutes the Board of Examiners for the admission of pupils, and that with that Board the whole duty of examining for admission rests—that he considers that the Inspector of High Schools in assuming to settle examination questions would be usurping the functions expressly reposed in the Board of Examiners, and that the Council of Public Instruction cannot legally do more than prescribe reasonable regulations with respect to the subjects and course of examination. That the results of the examinations by the Board upon subjects so prescribed by the regulations of the Council, are conclusive, and cannot be legally subject to the supervision of the High School Inspector. The Attorney-General further states that he considers that in prescribing the programme of examinations, and regulations respecting the same, it is desirable that the utmost facility should be afforded to the admission of pupils to the High Schools, consistent with their showing that amount of previous training without which it is improbable they could obtain any advantages from the further prosecution of their studies in the High School, and that the Board of Examiners should be left unrestricted to the extent mentioned, in fulfilling the duties confided in them by the Act.

The Committee concur in the view of the Attorney-General as above expressed, and advise that the said regulations and all action thereunder be suspended.

Certified (Signed), J. G. SCOTT,
Clerk, Executive Council, Ontario.

26th September, 1872.

No. 7.

CIRCULAR NOTICE from the Provincial Secretary to High School Boards, notifying them of the suspension of the Regulations of the Council of Public Instruction.

The Hon. Provincial Secretary to the Chairman of each Board of High School Trustees.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 27th September, 1872.

SIR,—I am commanded by His Excellency the Lieutenant Governor to inform you that His Excellency has been advised that the whole duty of examining pupils for admission to High Schools and Collegiate Institutes, including the settlement of examination questions, rests with the Board of Examiners constituted by the 38th section of the School Act of 1871 (34 Vic., chap. 33), and that the results of examinations by the Board upon subjects prescribed by the regulations of the Council of Public Instruction are conclusive, and not subject to the supervision of the High School Inspector. In prescribing the programme of the examinations, and regulations respecting the same, it is desirable that the utmost facility should be afforded to the admission of pupils to the High Schools, consistent with their showing that amount of previous training, without which it is improbable that they could obtain any advantages from the further prosecution of their studies in the High School. His Excellency has also been advised that the Board of Examiners should be left unrestricted to the extent mentioned in fulfilling the duties confided in them by the Act, and has, by Order in Council, suspended the Regulations of the Council of Public Instruction for the admission of pupils to High Schools and Collegiate Institutes.

I have, &c., &c.

(Signed) Peter Gow, *Secretary.*

The Chairman, High School Board at

PART III.

The number of Pupils admitted to each High School and Collegiate Institute since the suspension of these regulations, the names of the schools and institutes, and of the Examiners, and the subjects on which the candidates were examined, the extent of the examination on these subjects, and the number of marks obtained by these pupils.

No. 8.

Names of High Schools, Number of Pupils admitted since the suspension of the Regulations, minimum number of marks obtained, and average percentage.

High School.	Pupils and Minimum No. of Marks		Average Percentage obtained.
	Pupils	P. C.	P. C.
Alexandria	4	50	65
Arnprior	....	....	....
Barrie	18	50	50 to 100
Beamsville	7	33	48
Belleville	25	62	74
Berlin	4	50	65
Bowmanville	35	50	50 to 75
Bradford	13	50	80
Brampton	20	50	70
Brantford	15	50	67
Brighton	21	50	62
Brockville	40	50	63
Caledonia	25	75	75 to 80
Carleton Place	12	50	53 to 87
Cayuga	13	50	55 to 90
Chatham	34	50	73
Clinton	17	50	74
Cobourg, C. I.	23	50	50 to 100
Colborne	17	50	72
Collingwood	25	50	67
Cornwall	5	50	59
Drummondville	9	50	82
Dundas	18	50	76
Dunnville	16	N.R.	N.R.
Elora	3	50	52
Farmersville	22	50	75
Fergus	5	50	53 to 85
Fonthill	4	50	76
Galt, C. I.	32	50	71
Gananoque	9	50	62
Goderich	9	50	73
Grimsby	14	60	75
Guelph	16	50	60
Hamilton, C.I.	54	50	72
Ingersoll	16	50	63
Iroquois	31	50	74
Kemptville	16	50	72
Kincardine	18	50	63
Kingston, C. I.	24	50	70
Lindsay	18	50	60 to 80
London	71	50	68
L'Orignal	11	50	50
Manilla	5	50	50 to 75
Markham	10	50	83
Metcalfe	....	....	....
Milton	3	50	55
Morrisburgh	19	55	71 to 85
Mount Pleasant	23	50	68
Napanee	8	60	76
Newburgh	2	50	70
Newcastle	5	50	60
Newmarket	10	50	59

High School.	Pupils and Minimum No. of Marks		Average Percentage obtained.
	Pupils	P.C.	P. C.
Niagara	13	50	73
Norwood	12	50	61
Oakville	13	50	59
Oakwood	4	57	66
Omemee	17	50	74
Orangeville	10	50	52 to 75
Osborne	1	75	82
Oshawa	19	50	59
Ottawa, C. I.	22	50	73
Owen Sound	46	50	70
Pakenham	6	50	63
Paris	28	50	65
Pembroke	6	50	61
Perth	27	50	50 to 87
Peterboro', C. I.	63	50	67
Picton	31	50	63
Port Dover	3	N.R.	93
Port Hope	58	50	73
Port Perry	28	50	62
Port Rowan	13	50	50 to 95
Prescott	41	50	75
Renfrew	6	50	65
Richmond	....	....	....
Richmond Hill	2	50	61
Sarnia	46	50	71
Scotland	6	50	76
Simcoe	11	44	69
Smith's Falls	15	50	50 to 72
Smithville	5	60	70
Stirling	6	60	N.R.
Stratford	22	50	67
Strathroy	33	50	57
Streetsville	12	50	60
St. Catharines, C. I.	43	50	N.R.
St. Mary's	69	50	68
St. Thomas	22	50	50 to 80
Thorold	2	33	43
Toronto	68	50	63
Trenton	26	50	66
Uxbridge	22	50	75
Vankleekhill	22	50	45 to 60
Vienna	19	50	7
Wardsville	8	50	50 to 80
Waterdown	11	50	6
Welland	16	50	8
Weston	7	50	66
Whitby	30	50	58
Williamstown	8	50	56
Windsor	47	50	N.R.
Woodstock	51	50	8
Almonte	12	50	54 to 92
For Province	1982	33	69

Note.—The names of the Examiners, subjects of examination, and extent of examination are omitted

PART IV.

COPIES of any reports to the Education Department, or to the Government in regard to the examination and admission, from Inspectors, Trustees, or other parties, throwing light upon the operation of the law since the date of the suspension of the Regulations on the the subject.

No. 9.

Inspector McLellan, to the Deputy Superintendent.

YORKVILLE, 27th JULY, 1872.

SIR,—I have the honour to send herewith the examination papers for the coming examiation of pupils for admission into the High Schools.

I am of the opinion that 75 per cent of the marks should be the minimum for entrance. but as my colleague has not expressed any opinion on this point it would perhaps be better to await his return and be guided by his judgment.

J. G. Hodgins, M. A., LL. D. (Signed), I have, &c.,
&c., &c., J. A. McLELLAN,
H. S. Inspector.

No. 10.

Inspector McLellan to the Deputy Superintendent.

YORKVILLE, SEPT. 17th, 1872.

SIR,—My colleague and myself having noticed that 75 per cent has been fixed upon as the minimum for entrance into High Schools, would respectfully submit the opinion that, in view of the *comparatively* high character of the papers prepared under the authority of the Department, the above minimum is too high, at least under present circumstances, and that candidates should be permitted to pass on obtaining a minimum of 50 per cent.

Seventy-five per cent is a higher standard than is required for first class (A) candidates.

J. G. Hodgins, LL. D., I have, &c., &c.,
&c., &c., (Signed), J. A. McLELLAN,
H. S. Inspector.

No. 11.

The Chief Superintendent, to Inspector McLellan.

No. 12542.

EDUCATION OFFICE, TORONTO, SEPT. 24th, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 17th instant, stating that "your colleague and yourself having noticed that 75 per cent has been fixed upon as the minimum for entrance into High Schools, you would respectfully submit the opinion that, in view of the *comparatively* high character of the papers prepared under the authority of the Department, the above minimum is too high, at least under the present circumstances."

This was my own impression in the first instance, but I was encountered by your own expressed opinion in your letter of the 27th of July, enclosing the examination papers. In your letter of that date you say: "I am of the opinion that 75 *per cent* of the marks should be the *minimum* for entrance."

There was no opportunity to see Mr. McKenzie until the other day; but as I supposed you who had prepared the examination papers, and had been accustomed to examine candidates for admission to the High Schools, knew much better than I could as to the minimum of marks for entrance, the circular was prepared by Dr. Hodgins according to your own suggestion. Now without a word of explanation, you state that your own suggestion of the 27th of July, and on which my circular was founded, is impracticable.

I shall of course, feel it necessary to modify the circular, the part of which in question was against my own conviction at the time, but founded on your own suggestion.

I have &c., &c

J. A. McLellan, Esq., A. M., H. S. Inspector. (Signed),

E. Ryerson.

No. 12.

Inspector McLellan, to the Chief Superintendent.

Yorkville, 25th Sept., 1872.

Sir,—I have the honour to acknowledge the receipt of your letter of the 24th instant (No. 12542) calling my attention to the fact that I had first recommended 75 per cent and afterwards 50 per cent, as the minimum of marks to be fixed for the examination for entrance into the High Schools. You may well be surprised that I should make the second suggestion "without a word of explanation regarding the first." In fact, until I received your letter, I was quite unconscious that there was any discrepancy between my two recommendations. I certainly *intended* to write "at *least fifty* per cent,' in my letter of the 27th of July, and was so fully under the impression that I had thus written, that I was much surprised when I learned that 75 per cent had been fixed upon as the minimum. I cannot but think, therefore, that there must have occurred some misapprehension as to the meaning of my letter of the 27th July.

I had consulted with Mr. McKenzie *before* writing *that* letter (27 July) (as well as before writing that of 17th instant) and the conclusion was that 50 per cent would be sufficiently high, if the examination papers were prepared so as fairly to test the attainments of the candidates in the prescribed work. If therefore, I wrote 75 per cent instead of fifty, it was done inadvertently; an inadvertance which, I extremely regret, and which may have occured from the fact that I had *at first* intended to set easier papers and suggest 75 per cent as the minimum for passing. I remember distinctly that when I sat down to write the letter, my *intention* was as stated above; and if any other than that was written, it was done through an inadvertence which, I repeat, I heartily regret.

I have, &c., &c.,

Rev. E. Ryerson, D. D., LL. D. (Signed.)

&c., &c. J. A. McLellan.

No. 13.

The Chief Superintendent to Inspector McLellan.

No. 12752,03. Education Office, Toronto, Sept. 28th, 1872.

Sir,—I have the honour in reply to your letter of the 25th instant, to transmit to you herewith a copy of your letter to me of the 27th July last, as you intimated a doubt of having written "75 per cent." by saying "*If* I wrote 75 per cent.," &c.

Your letter of the 27th of July indicates that you had not at that time consulted with Mr. McKenzie on the subject, while in your letter of the 25th instant you say "I had consulted with Mr. McKenzie *before* writing that letter."

I think you must have forgotten much of what you wrote, as well as what you were doing, in the month of July.

I have, &c.,

(Signed) E. Ryerson.

J. A. McLellan, Esq., A.M.,
H. S. Inspector,
Yorkville.

No. 14.

The Chairman of the Union Board of School Trustees, Guelph, to the Hon. Provincial Secretary.

GUELPH, 12th September, 1872.

SIR,—I have received the enclosed *circular* from the Department of Public Instruction for Ontario, addressed to me as Chairman of the Joint Board of High and Public Schools of Guelph. I most earnestly would pray His Excellency the Lieutenant Governor in Council to stay the operation of the proposed rule and system at least for another twelve months, say until the month of September of next year, when the summer holidays are over.

My reasons are as follows :—

My experience of country High Schools, after a connection with the Board here for over fifteen years, is that if the admission to our High Schools is made difficult and rigorous, and rigid examinations prescribed, it will be found that the number of pupils who will seek a higher education will decrease, and the large, unduly large, proportion of the youths of the country refrain from seeking a higher education. Thus the advantages of our High School system will be most seriously impaired.

I think that barriers of a technical and formal nature should not be interposed, and that for at least a year to come the system of allowing the entrance examination to be conducted by the local superintendent, the Chairman of the Board, and the Principal, will answer a better purpose than to have the "cast iron" plan carried out or attempted, as proposed by the recent circular from the Department of Public Instruction. By a previous circular from the same Department, received also by me, it appears moreover that to justify admission the applicants must answer 75 per cent. of the questions prepared by the Council. A most severe ordeal in my judgment to expect the lads of our young country to pass through successfully. I would rather fix it at 50 per cent., for they are as yet utterly unaccustomed to written questions. No questions of the description "catch question," one may designate them, have prevailed in the system of examinations in our Common or Public Schools hitherto, and these are the sources from which the High Schools should and will be fed. Next, it is utterly absurd to prevent admission to our High Schools at the beginning of every quarter in the year. Hundreds of boys will be thus absolutely excluded, and a miserable, unpatriotic plan brought into effect, most unfair, unwise, and unnecessary.

It is proposed, I believe, to make admissions only thrice a year. The tendency of the day in our Province is for parents and guardians to decide that a Public School education is quite sufficient for the youth in whom they are interested, and the general natural inclination of youth itself is, we all know, now a-days to get into some immediate money-making occupation, and not to devote further time or means in acquiring a superior education, such as our High Schools and Universities can afford. I consider every thing should be done rather to attract and encourage the youth of the country in the paths of education, and to deal gently and simply in the running of gauntlets of preliminary examinations for admissions.

Far better to do this, and thereby fairly enlist a large proportion of scholars in the ranks of High School students, who will, when fairly initiated in the new ranks of superior education, be sure to be excited by feelings of ambition, and stimulated by a thirst for fresh fields of knowledge; they will thus in time go forward to fill our colleges and universities, and many become accomplished instructors of the youths of the country, as well as useful well-educated citizens. In time perhaps the plan, or a portion of the plan, proposed and referred to may be attempted to be carried out. I would earnestly exhort the Chief Superintendent of education to delay doing so for the present, and that rather than it should be ventured upon, the step should be, through the instrumentality of the Governor in Council, stayed.

And I have the honour to remain,
Sir,
Your obedient servant,

HENRY WM. PETERSON,
Chairman High and Public School Board,
Guelph.

HON. PETER GOW,
Provincial Secretary, Ontario,
Toronto.

(Enclosures.)

Circular on Examinations for Admission of Pupils to the High Schools and Collegiate Institutes of Ontario, dated Education Department, 24th August, 1872.

See Part I., No. 3.

Accompanied by Regulations for the Admission of Pupils to High Schools and Collegiate Institutes.

See Part I., No. 2.

No. 15.

Principal of the High School, Guelph, to the Hon. Provincial Secretary.

GUELPH HIGH SCHOOL, Sept. 14th, 1872.

SIR,—Having read the petition of Henry W. Peterson, Esq., chairman of the Joint Board of High and Public Schools of Guelph, that it may please His Excellency the Lieutenant-Governor in Council to stay the rigid enforcement for a term of twelve months. of the High School entrance examination as set forth in circulars recently issued by the Department of Public Instruction, I cordially unite in the same petition, and would further pray that the law, as it relates to promotions from the 4th to the 5th class of the Public Schools. be modified before the enactments relating to the High School entrance examinations are ever carried into effect.

While the law in its present shape places in theory entrance to the High School. and to the 5th class of the Public School on the same level, it raises in practice a barrier before the entrance to the High School. After completing his studies in the 4th class of the Public School, the pupil is qualified to enter either the High School or the 5th class of the Public School. But in order to enter the High School he must pass a written examination, and obtain seventy five per cent of marks assigned for perfect answers to questions prepared and valued by the High School Inspectors, while to proceed to the next or 5th class of the Public School, the same pupil is not required to undergo a written examination, nor is he expected to obtain seventy-five per cent of the maximum, but he is passed on after a formal examination by his teacher or by the city or town inspector. Thus in its operation the school law compels pupils into the higher classes of the Public Schools by frightening them from the portals of our High Schools.

Since entrance to the High Schools has been fixed in the manner above described, I would suggest, as a remedy for this evil, that no pupil of the Public School be advanced from the 4th class to the 5th or to the High School, until he shall have passed the entrance examination prescribed for High Schools, and then and not till then may his parent or guardian exercise the option, conferred by the school law, of sending him to the High School or to the 5th class of the Public School. In this way the present barrier across the entrance to our High Schools will be removed and the 5th class of the Public Schools will not be the harbour of refuge for timid pupils who, if they were once passed the dread ordeal of the High School entrance examination, would prefer to enter the High School.

I have the honour to be, Sir,
Your obedient servant,

ALFRED M. LAFFERTY, M.A.,
Principal.

Hon Peter Gow,
Provincial Secretary, Ontario, Toronto.

No. 16.

The Hon. Provincial Secretary to the Chairman, Union Board of School Trustees, Guelph.

PROVINCIAL SECRETARY'S OFFICE.

TORONTO, 28th Sept., 1872.

SIR,—With reference to your communication of 12th instant, I have the honour to inform you that an Order in Council has been approved by His Excellency the Lieutenant-Governor, suspending the regulations of the Council of Public Instruction relating to the admission of pupils to High Schools and Collegiate Institutes.

I have the honour to be, Sir,
Your obedient servant,

PETER GOW,
Secretary.

Henry William Peterson, Esq., Guelph,
&c., &c.

No. 17.

The Acting Assistant Provincial Secretary to the Clerk of the Council of Public Instruction.

PROVINCIAL SECRETARY'S OFFICE,

TORONTO, 27th Sept., 1872.

SIR,—I have the honour to enclose herewith a copy of an Order in Council approved by His Excellency the Lieutenant-Governor, 26th September, 1872, having reference to the regulations of the Council of Public Instruction for the admission of pupils to High Schools and Collegiate Institutes.

I have the honour to be, Sir,
Your obedient servant,

(Signed) I. R. ECKART,
Acting Asst.-Secretary.

To the Clerk
of the Council of Public Instruction,
Toronto.

No. 18.

The Acting Assistant Provincial Secretary to the Chief Superintendent.

PROVINCIAL SECRETARY'S OFFICE,

TORONTO, 27th September, 1872.

SIR,—I have the honour to enclose herewith a copy of an Order in Council approved by His Excellency the Lieutenant-Governor, 26th September, 1872, having reference to the regulations of the Council of Public Instruction for the admission of pupils to High Schools and Collegiate Institutes.

I have the honour to be, Sir,
Your obedient servant,

(Signed) I. R. ECKART,
Acting Asst.-Secretary.

Rev. E. Ryerson,
Chief Superintendent of Education,
Toronto.

No. 19.

The Chief Superintendent of Education to the Hon. Provincial Secretary.

DEPARTMENT OF PUBLIC INSTRUCTION, ONTARIO,
EDUCATION OFFICE, TORONTO, Oct. 8th, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 27th ultimo, enclosing a copy of an Order in Council approved by His Excellency the Lieutenant-Governor, dated September 26th, 1872, suspending the regulations of the Council of Public Instruction, for the admission of pupils to the High Schools and Collegiate Institutes, and all action thereunder. In the *Globe* newspaper, of the 30th ultimo, I observe a printed copy of a circular from yourself to the chairmen of High School Boards, in which it is stated, that His Excellency has, by Order in Council, suspended the regulations of the Council of Public Instruction, for the admission of pupils to the High Schools, and to the Collegiate Institutes.

There being therefore now no regulations for the admission of pupils to the High Schools and Collegiates Institutions, the regulations and examination papers as a part of them, and my instructions to give them effect, though all printed some time since—now remain in the Department.

In the absence of all regulations on the subject, as contemplated and required by law, it seems to be a question, whether any pupils can be lawfully admitted to the High Schools, but on the supposition that they can be lawfully admitted under these circumstances, the authorities of each High School will admit them at their pleasure without any regulation or restriction, the Head Master having the inducement of twenty-seven dollars from public sources for each pupil, or $270 for every 10 pupils (according to the apportionment for the current year) that may be brought into his High School.

I shall of course, obey the Order in Council, though I cannot but regret that the laborious and protracted efforts of the Council of Public Instruction and my own are thereby rendered useless to protect the Public Schools, on the one hand in what we have conceived to be their legitimate work, and to elevate the High Schools on the other hand, to the work which we have believed the 34th Section of the School Act of 1871 intended them to do, that they might thus become a connecting link between the Public Schools, and the Colleges, and between the Elementary Common School Education and that higher English and Commercial Education, which prepares men for general business and public life.

I have the honour to be, Sir,
Your obedient servant,
(Signed) E. RYERSON.

The Honourable Peter Gow,
Provincial Secretary.

No. 20.

The Council of Public Instruction to the Honourable Provincial Secretary.

No. 13450.O3. October 9th, 1872.

SIR—The Council of Public Instruction acknowledge the receipt of your letter of the 27th ultimo, enclosing an Order of his Excellency the Lieutenant Governor in Council, which suspends the regulations which had been adopted by the Council of Public Instruction for the admission of pupils to the High Schools. As the Order in Council does not specify any particular regulations, or any part of them, in contradistinction to others, but suspends them without any exception, in absolute and unqualified terms, there are now no regulations for the admission of pupils to the High Schools, but the heads of the schools are left, as they were previously to 1865, to admit pupils as they please; and as the head of each High School has, according to the scale of apportionment for the current year, the inducement of twenty-seven dollars (from public sources) for each pupil admitted, it is clear, as demonstrated by past experience, that the High Schools will be largely filled up, at the expense of the Public Schools, with pupils who ought to be learning the elementary English branches of their education, and who are wholly unfit to commence classical studies or the higher branches of English. The last Royal Commission on Education, composed of some of the most distinguished scholars and educators in England, recommended that pupils should not any longer be sent to the classical schools until they had mastered the subjects required by the programme of Council of Education for elementary schools —a little more than the first four classes of our Public School programme. This Royal Commission included such men as the present Earl of Derby and Dr. Temple—then Head Master of Rugby School, now Bishop of Exeter—acting upon the principle that every youth of Canada, before proceeding to the study of foreign languages, should know the elements of his native tongue, and should be grounded in the other elements of a practical education. The Council of Public Instruction, after much consideration and long experience, confirmed by the example and recommendation of the last Royal Commission of Education in England, laid down the regulations which the Order in Council has suspended.

2. The Order in Council will, of course, be strictly obeyed; but the Council of Public Instruction would be untrue to their convictions, to the convictions of all the Inspectors of High Schools during the last ten years, and unfaithful to what it believes to be the best interests of the Public and High Schools, did it not explain the origin and ground of its regulations, what it believes to have been the intentions of the Legislature on the subject, and what it apprehends to be the injurious consequences of suspending them.

3. Before 1865, Grammar Schools were unduly multiplied without the essential means of efficiency, in order to get a grant in the localities of their establishment from the Grammar, as well as the Common School Fund; and many of the schools thus established were neither good Common Schools nor passable Grammar Schools, but a diluted mixture of both, under the name of Union Schools. The Inspectors pointed out from time to time the evil of this state of things, and suggested remedies. During the incumbency of the Rev. Dr. Ormiston as Inspector of Grammar Schools, he frequently referred to the very unsatisfactory state of these Schools, especially the Grammar School part of the Union School, "arising" (as he stated) "from the fact that there are so few in those schools desirous of prosecuting any branch of study beyond those taught in the Common School." In 1863, the Inspector, (Rev. W. F. Checkley, B.A.,) in his report for that year, says:—"Many of the Grammar Schools scarcely deserve the name, being in fact often inferior to some of our Common Schools." Mr. Checkley suggested, in regard "to schools already established, but not fulfilling the conditions of the law, that it would be well that the reins were drawn tighter, and no school allowed to receive any portion of the public money unless it passed the required number of classical pupils and complied in other respects with the regulations laid down by the Council of Public Instruction." To prevent the undue multiplication of feeble Grammar Schools, Mr. Checkley suggested that "no Grammar School should be established in future in any village containing less than one thousand inhabitants." He also suggested that, "before the apportionment of Government aid to any school, it would be well to require a certificate from the Inspector of Grammar Schools that a suitable building had been erected and properly furnished." (See Report of Chief Superintendent for 1863, Appendix B, p. 165).

4. In the following year, 1864, the Rev. G. P. Young, A.M., now Professor in Toronto University College, was Inspector of High Schools, and continued so until 1868. Mr. Young, in his report for 1864, referring to the undue multiplication of Grammar Schools, says, "Not a few of the schools thus hastily established, are Grammar Schools in name rather than in reality, the work done in them being almost altogether Common School work, which, as a rule, would be much better performed in a well appointed Common School. A consequence of this is (in a Union School) that he (the master) cannot afford to the Grammar School pupils the time that is necessary for drilling them in the subjects that they are studying. I frequently judged it right, during my inspection of the schools last year, quietly to call the attention of the teacher to the fact, that their classes in Latin and Mathematics were not so well grounded as might be wished; and no reply which I received was more common than this: 'I admit the defect, but how can I help it? The Trustees require me to instruct, besides Grammar School pupils, *fifteen or twenty Common School children.* With so many different things to attend to, and having no assistant, I can only allow a short time to each class. How in these circumstances, can anyone expect my work to be done thoroughly?'"

5. In regard to Grammar School accommodation, Professor Young remarks : "I have nothing of importance to add to the very full descriptions which previous inspectors have given of the general description of Grammar School buildings. In my private reports of the schools, individually, I have noted the character of the school-house in each case ; and I only refer to the subject now for the purpose of expressing my opinion that strong measures should be taken by those in authority to compel the erection of suitable school-houses. Were the power in my hands, I would unrelentingly withhold from such schools(and there is a considerable number of them in the Province) all share in the Grammar School Fund till I received some good assurance that things would be put in a proper state. It may be said that the county or municipal councils would not care for this ; the blow would fall, not on them, but on the schools, which would become extinct for want of support. I answer : Be it so. If the inhabitants of a district are so unconcerned about higher education as to allow the public officers, who have the official direction of their affairs, to act in such a manner, let them take the consequences. They do not desire a Grammar School and they ought not to have one."

6. With a view to remedy the defects and evils thus pointed out by the Grammar School Inspectors, the Grammar School Improvement Act of 1865 was passed, and the programme of studies and regulations adopted under it, and approved by the Governor General in Council, November, 1865.

7. Before noticing the provisions and regulations authorized by this Act, it may be proper to refer to the powers and duties of the Council of Public Instruction, as previously provided by law, and which have been confirmed by each subsequent Act. The Consolidated Grammar School Act, 26 Vic., Chap. 63, provided that : "The Council of Public Instruction shall appoint Inspectors of Grammar Schools, and prescribe their duties and fix their remuneration ; shall prescribe a programme of Studies, and general rules and regulations ; and no Grammar School shall be entitled to any part of the Grammar School Fund which is not conducted according to such programme, rules and regulations." The same Act provides that : "The Chief Superintendent of Education shall prepare suitable forms, and give such instructions as he judges necessary and proper for making all reports and conducting all proceedings under this Act."

8. This authority is confirmed by the Grammar School Improvement Act of 1865, and by the School Act of 1871. Among other provisions of the Act of 1865, not needful to notice here, the following provisions and regulations obtained :

"The apportionment of the Grammar School Fund, payable half-yearly to the Grammar Schools, shall be made to each School conducted according to law, upon the basis of the daily average attendance at such Grammar School of *pupils in the Programme of Studies prescribed according to law for Grammar Schools* ; such attendance shall be certified by the Head Master and Trustees, and *verified by the Inspector of Grammar Schools.*"

"After the first day of January, 1866, no Grammar School shall be entitled to receive anything from the Grammar School Fund, *unless suitable accommodations shall be provided* for it, and unless it shall have a daily average attendance (times of epidemic excepted) of at least ten pupils learning Greek or Latin ; nor shall any other than pupils who have passed the preliminary and final entrance examinations, and are pursuing the yearly subjects of one of the two courses of Studies prescribed in the Programme, be admitted or continued in any Grammar School."

"*Admission of Pupils Studying Greek and Latin into the Grammar Schools.*—The examinations and admission of pupils by the Head Master of any Grammar School, shall be regarded as preliminary and provisional until the visit of the Inspector *who shall finally examine and admit all pupils to the Grammar Schools.*"

"The regular periods for the admission of pupils commencing classical studies, shall be immediately after the Christmas and after the Summer Vacations ; but the admission of those pupils who have already commenced the study of the Latin language, may take place at the commencement of each Term. The preliminary examinations for the admission of pupils shall be conducted by the Head Master ; as also examinations for such Scholarships, Exhibition and Prizes, as may have been instituted by Municipal Councils as authorized by law, or by other corporate bodies, or by private individuals. But the Board of Trustees may, if they shall think proper, associate other persons with the Head Master in the examinations for such Scholarships, Exhibitions or Prizes."

9. In the discharge of his duties in the examination and admission of pupils, in his report for 1865, Mr. Young remarks:

"By a clause in the new law, it is the duty of the Inspector to admit pupils into the Grammar Schools. The qualifications required for entrance into the ordinary or classical course are as follows:—The pupil must be able to read intelligibly, to spell, to write a fair hand, to work questions in the simple rules of Arithmetic, and he must know the rudiments of English Grammar, so as to be able to parse any easy sentence. In giving effect to this provision of the law, I have examined about 2,000 children individually, and I have been startled at the ignorance of the rudiments of English Grammar displayed by a large number of those whom I have examined. As specimens, I may refer to the last six schools which I have inspected. In the first, of 31 pupils examined, I was obliged to exclude 13 *from the Grammar School roll*. In the second, I was obliged to reject 22 out of 31; in the third, 12 out of 18; in the fourth, 10 out of 19; in the fifth, 10 out of 23; and in the sixth, which is under the care of a more than ordinarily accomplished teacher, all of whose advanced pupils passed the examination, I had to reject 15 out of 50: the whole number examined.

"The rejection was, in every case, on account of ignorance of the rudiments of English Grammar. The sentences which the pupils were unable to parse were such as the following: 'The mother loved her daughter dearly;' 'John ran to school very quickly;' 'She knew her lesson remarkably well.' In no case did I reject a pupil merely for a single mistake, which might have been committed through inadvertence or agitation; but only when it became manifest that the pupil was unable to parse the sentence with ordinary decency. This reveals a state of things in the elementary schools of the country which calls for anxious investigation. I have no means of knowing whether the majority of the pupils whom I was obliged to reject received their early training in the Common Schools of the Province or in private schools; but there can be no doubt that a large number of them must have attended the Common Schools. I would respectfully suggest that, in some way or other, the attention of the Common School Trustees should be directed to the facts which I have brought out; and that it should be impressed upon them that they are morally bound to see that the education given in the schools of which they are the guardians, is really worthy of the name. I have been told, that, in a considerable number of the Common Schools English Grammar is looked upon as of no importance, in comparison with such branches as Arithmetic, Book-keeping, Algebra and Natural Philosophy. But I am slow to believe that there can be more than a very few persons connected with education, whether as teachers or Trustees, who are so stupid as to entertain such an idea."

(Report of Chief Supt. of Education for 1865, Appendix B. p. 75 and 76.)

10. It is thus seen that as low as the standard of admission was under the Regulations of 1865, Mr. Young had to reject more than half of the pupils, who had been examined and admitted by the Head Masters—a state of things to which the High Schools will, of course, fall back if the examination and admission of pupils be wholly left to the local authorities as under and even before the Act of 1865. Early in 1868, the Rev. J. G. D. Mackenzie, M. A., succeeded the Rev. Mr. Young as Inspector of Grammar Schools. Mr. Mackenzie in his report for 1869, agrees with and confirms what Mr. Young had stated in 1865 and 1866 on the subject of low admission to the High Schools, and of the deplorable neglect of our native tongue in the teaching of the Schools. Mr. Mackenzie says:

"In my last Report I gave it as my opinion that the standard of admission into the High-Schools ought not to be, in English so low as it is now for entrance into the Grammar School in the case of those who are to take the classical course. Extended acquaintance with our Public Schools has strengthened my convictions on this head; for, in spite of my persistent efforts in the direction of increased culture of the mother tongue, I have but little improvement on the whole to record. My view of the matter is simply this, that the natural development of the Common School is checked by not having a point in English acquirement sufficiently advanced to aim at, and that tuition in the English language is often characterized by comparative want of life and good system, whilst an unreasonable amount of time and effort is expended not only on Arithmetic, but even on Algebra and Geometry, which make a show and are admired much on the principle of '*omne ignotum pro magnifico*.' It is to be feared, on the other hand, that the High School will not generally accomplish what we hope to get from it in Science and the higher branches of the English literature, when the *starting point* *is so low.* It will be objected by those who are apt to identify the extension of superior education with the rapid multiplication of High Schools, that to raise the standard of admission would unduly restrict the number of High Schools; but I answer that the country would gain nothing more in time to come from feeble and superfluous High Schools, than it does from its feeble and superfluous Grammar Schools now; that the High School is not a benefit till the High School is required; and that we are doing a positive wrong to the Common School when we establish a High School, merely because its numbers will be smaller and the school more select, or for any other reason apart from the natural development of the Educational System. Mr. Young has well said in his report for 1866, "I have such a sense of the importance of maintaining a *high standard of education in the Common Schools*, that rather than see them degraded—rather than see the goal, beyond which their most advanced pupils are not to pass, fixed at the point where an easy English sentence can be parsed—I would be willing that all the Grammar Schools in the country should perish." That is strongly, but not too strongly expressed; for it is idle to expect the vigorous High School to spring from the dwarfed Common School. The mere multiplication of High Schools is not necessarily the extension of superior education. We must see to it that each member of the system is in a healthy condition and performing its proper functions."

(Report of the Chief Superintendent for 1869, Appendix A. p. 7.)

11. The defects and evils thus successively pointed out by the Inspectors, Dr. Ormiston, Messrs. Checkley, Young, and Mackenzie, were sought to be remedied by the provisions of the School Act of 1871, and the Regulations authorized by it. There were wanting the provisions to obtain the same means to support the High Schools as the Public Schools; and a manifest necessity, as stated by the Inspectors from year to year, of defining and practically enjoining the respective work of Public and High Schools, for the interest of both—dividing the work between them—making the one supplementary to the other, instead of both doing the same work; so that while the Public Schools would be imparting a practical elementary education to all, they would also be feeders to the High Schools, as the latter would be feeders to the University, as well as preparatory schools for commercial and public life. Thus the greater efficiency of the High Schools was provided for, by restricting the undue multiplication of feeble ones, restricting the establishment of new ones by the sanction of the Lieutenant-Governor in Council, instead of leaving it as heretofore to each County Council; by increasing the minimum apportionment to each High School from three hundred to four hundred dollars per annum, and requiring at least half the amount of Government apportionment to be raised by the County Councils, and then providing for the proper accommodation and support of High Schools from local municipal sources on the application of the Boards of Trustees. In pursuance of the same object, the Act provides expressly: That in the High Schools provision "should be made for teaching both male and female pupils the *higher branches* of an English and Commercial Education; including the natural sciences with special reference to Agriculture, and also the Latin, Greek, French and German languages, to those pupils whose parents or guardians may desire it, according to a programme of Studies and Regulations, which shall be prepared from time to time by the Council of Public Instruction with the approval of the Lieutenant-Governor in Council.

12. It will be observed that the High Schools are not authorized to teach the elementary branches of an English education, which they will of course do, if each Head Master and Chairman of a Board of Trustees can admit pupils at their pleasure without any supervision or veto on the part of High School Inspectors, and for which there is the pecuniary motive of twenty-seven dollars, from public sources, for each pupil.

13. The Act further provides that "all the provisions of the Grammar School Acts shall, as far as is consistent with the provisions of this Act, apply to High Schools, Head Masters, and other officers as fully as they apply to Grammar Schools and their officers," and "no Public or High School shall be entitled, to share in the Fund applicable to it unless it is conducted according to the regulations provided by law." It is then provided that "The County, City, or Town Inspector of Schools, Chairman of the High School Board, and the Head Master of the High School, shall constitute a Board of Examiners for the admission of pupils to the High School according to the regulations and programme of examination provided according to law, and it shall be the duty of the Inspectors of High Schools to see that such regulations are duly observed in the admission of pupils to the High Schools."

14. The Council of Public Instruction will first state the Regulations and Programme it has prescribed under this 38th section of the Act of 1871, and then show that it has done so in accordance with both the letter and spirit of the Act. The Regulations and Programme prescribed by the Council are as as follows :—

"*Admission of Pupils*—The admission of pupils by the Board of Examiners, constituted by the 38th section of the Act of 1871, shall be regarded as subject to the approval of the Inspectors of High Schools. Admissions shall take place immediately after the Christmas and Summer vacations, also at the commencement of the Autumn Term [in October] and pupils admitted at other times shall not be reckoned for that half year in the apportionment. The questions and answers of candidates for admission shall be preserved for the examination of the Inspectors. The subjects of examination for admission to the High Schools are the same as those prescribed for the first four classes in the Programme of Studies in the Public Schools, and omitting from the subjects of the fourth class, Christian Morals, Animal Kingdom and Elements of Chemistry and Botany."

15. Such is the Programme and such are the General Regulations prescribed by the Council of Public Instruction for the admission of pupils to High Schools. Now as to the authority for these proceedings, it is to be observed :

1. That the Act expressly authorizes the Council to prescribe not only a Programme of subjects of examination but *Regulations* for conducting such examinations.

2. That the Inspectors are expressly authorized and required by the Act "to see that such Regulations are duly observed in the admission of pupils to the High Schools."

3. "That the local Public School Inspector, Chairman of the High School Board, and Head Master of the High School, are not authorized by the Act to admit pupils at all to the High School but constitute a Board of *Examiners* for the admission of pupils to the High Schools *according to the Regulations* and Programme provided according to law."

16. It is noteworthy that there is an essential difference between finally *admitting* pupils to the High Schools and *examining* them *for* admission. The University Examiners, appointed by the Senate, examine candidates for degrees and scholarships ; but the Senate alone confers the former and awards the latter. The Central Committee of Examiners examine *for* First Class Certificates of Public School Teachers, but the Council of Public Instruction grants such Certificates. So the High School Head Master and Chairman of the Board examine pupils *for* admission to the High Schools ; but the Act expressly adds that "it *shall* be the *duty* of the Inspectors *to see that the Regulations are observed in the admission of pupils* to the High Schools." But how can the Inspectors perform this duty if the decision of the Examiners is final, and if the Inspectors have no power to see that the Regulations are observed ?

17. This clause of the Act in respect to the duty of Inspectors, as well as the peculiar wording of the former part of the 38th section of the Act, seem to have escaped the notice of the Hon. the Attorney General, as he has not noticed them.

18. It may also be observed, that supposing the Board of Examiners have power to admit pupils finally to the High Schools, as well as to examine them for admission, they can only do so, "according to the regulations and programme of examination provided according to law." But if the *regulations* are suspended, where is the provision for the examination or admission of pupils at all ?

19. On the other hand, when it is recollected that the Inspectors alone both examined and admitted pupils to the High Schools from 1865 to 1871 ; that the Act of 1871 was not intended to lessen their authority in the admission of pupils, but to relieve them from the labour of the personal examination of pupils ; that the standard for the admission of pupils was intended to be in practice, as well in theory, uniform throughout the Province, which cannot be except there be one authority for admission ; that on such uniformity alone can the High School Fund be equitably apportioned to each school according to the number of pupils admitted into it, and the Fund be protected from abuse and the High Schools be kept to the Programme. Under such circumstances and according to such views there is harmony, and uniformity in the working of the School Act, when the Inspectors see that the regulations are observed in the admission of pupils to the High Schools, as well as in their teaching and management ; for the same words that authorize the latter, authorize the former ; and if Inspectors have no authority to do the one, they have no authority to do the other, and the whole Inspection of the High Schools appears but a useless ceremony.

20. The only question remaining to be noticed is that relating to the preparation and prescribing by the Council of Public Instruction of a uniform series of examination questions for the use of all the examiners, and according to which perfect uniformity is secured in the examination of all the pupils.

21. Last year the Council of Public Instruction simply fixed the standard of admission to the High Schools, leaving the examination papers to be prepared by the head master, chairman of the board of each High School, and the local inspector, and directing that the examination questions and answers of pupils should be preserved for the examination and approval, or otherwise, of the High School Inspector, but the Inspectors reported that although there was a uniform standard for the examination and admission of pupils, as there was formerly for the examination and licensing of teachers, yet there was no uniformity in the examination and admission of pupils any more than there was formerly in the examination and licensing of teachers by the various county boards; that in some cases the questions did not embrace all the subjects, and in other cases the questions were such as to furnish no test of the pupil's knowledge of the subjects as prescribed in the regulations, and were manifestly intended to enable the pupils to be admitted with the least modicum of knowledge of the subjects of the programme, while some of them were altogether omitted. This diversity, and the injustice to some schools, and some of the evils of it are well stated in an editorial of the *Globe* newspaper of the 30th ultimo. After noticing the fact of "the abuse of over-crowding the Schools with half-prepared pupils," the *Globe* gives the following illustration:

"Take a case by way of illustration. Of two schools in the eastern part of Ontario, one contains only about 150 pupils for whom Government money can be drawn, and yet it is one of the very best schools in the Province, the head master and board of trustees having more respect for the character of their school than they have for the amount of their grant; while the other, quite close at hand, draws Government money for some 200 pupils, scarcely 10 per cent. of whom could find their way into the former school at all. What encouragement is given, in such a case as this, to the deserving school, when those who control it can see, year by year, the Government money handed over to a neighbouring one, while a little more laxity on their part would secure them a share of it? Under such a system it is no wonder that, in many instances, the High Schools degenerate into intolerable nuisances, costing ten times the amount required for a good Public school, and not doing a tenth part of its work." —*Globe*, 30th September.

22. It was to remedy such injustice and evils, that the Council of Public Instruction directed the preparation and printing of a *uniform* series of elementary examination papers *as a part of its regulations* for the admission of pupils to High Schools; finally directing that every pupil answering fifty per cent. of these questions should be entitled to admission, but to secure uniformity and equal justice to all schools, and to enable the Inspectors to comply with the law in seeing that "the regulations were duly observed," the local boards of examiners were instructed to return the questions with the answers of the pupils to the Education Department so that the Inspectors could examine them *together*, and judge for themselves as to whether the regulations "were duly observed." The editor of the *Globe* in the paper above referred to, remarks on this subject "the Inspectors have still the power of erasing from the roll of any High School the name of any pupil who, in their estimation, falls short of the proper standard. It is a pity that in some cases they do not exercise this veto power more freely than they do."

23. In no other way, it is submitted, could there be uniformity in the admission of pupils, and justice done to those schools in which all the objects and provisions of the law were sought to be faithfully fulfilled, and in no other way was it conceived could the High School Inspectors perform the duty prescribed for them by law, "to see that such regulations are duly observed in the admission of pupils to the High Schools."

24. But the Council hereto appends an extract from the Report (now in the press) of the two High School Inspectors, giving the results of their own experience, and lucidly expounding the past and present systems of examinations and admissions of pupils to the H Schools—showing how the Council has proceeded step by step on the subject, and h ed the present system (disallowed by the recent Order in Council) after the pr ency of successive other efforts to improve the High Schools.

25. With the review of past proceedings and the reasons of law a the Council of Public Instruction desires to add two remarks in co

1. The Council has at the expense of much time and labour, prepared the Regulations by which our Public and High Schools have been created and developed in all their details of text-books, apparatus, libraries, prize books, organization, management and discipline, and during more than twenty five years in this arduous, difficult and gratuitous labour, the Council has had, without exception, until the present year, the protection and co operation of every Government of whatever party composed.

2. In Great Britain and Ireland, where in the former the whole system of elementary education has been devised and developed from 1838 to 1870, by a Committee of the Privy Council on education, and the latter where the whole educational system has been created and managed by a board of education from 1832 until the present time, and during which periods much opposition has been displayed from various quarters, with every variety of hostile publications and organizations, the Imperial Government has never interfered with, modified, much less disallowed, one act of either the Committee of Council or Irish National Board *without a previous Commission of Inquiry or Parliamentary Investigation in which all parties could be heard and the whole subject or system carefully enquired into and considered.*

The Council of Public Instruction cannot but feel that their long, gratuitous, and successful labours, and the large experience which has been consulted and applied in their deliberations and regulations, gave them a claim to similar courtesy, and that the integrity of the system of public instruction requires similar security before any part of the system be cancelled on local and interested representation. The Council desire only that their proceedings may be subject to the most thorough Parliamentary investigation before being condemned, and the Council conceive that such an investigation can hardly be denied to men who have laboured during a quarter of a century for the best educational interests of the country, with no other motive or reward, than the consciousness of employing their best researches, experience and judgment to advance sound, as well as universal education in the Province.

I have the honour to be,
Sir,
Your obedient servant,

(Signed), ALEX. MARLING,
Clerk of the Council.

By order of the Council of Public Instruction for Ontario.

Extract from Inspector's Report.

The examination and admission of pupils is elementary work, but it is very important work. It virtually decides whether the Public School has done its part, and in what condition the High School ought to receive those who are to be the recipients of the higher instruction it has to communicate. The experience of years has taught on this head lessons of great value, which our educational authorities have not failed to turn to good account; and so distinct and positive has this teaching been, that there is perhaps no feature of our school system in which we are more directly led to safe and sound conclusions. The utter inefficiency of the old Grammar School arrangements in this respect, with their low standard of attainment, and their very imperfect mode of examination was so notorious, and the mischief done to both classes of schools so great, that every one was brought at last to feel that the evil was one that was eating the very life out of our schools. It was felt that the starting-point had been fixed so deplorably low, that no goal of high attainment would be reached; and that nothing short of a radical change in conducting the examinations for admission would save the education of the country. Professor Young's strong sketches left no doubt as to the real state of things, and very suggestive were they of the sort of educational chaos into which the country was being brought. "Boys and girls alike, with the merest smattering of English grammar—every child supposed to have any chance of wriggling through the meshes of the Inspector's examining net—driven like sheep into the Grammar School, and put into Latin in order to swell the roll of Grammar School pupils, and to entitle the school to a larger share of the Grammar School Fund." It is well that we should keep that picture before us, with all its associations of unworthy manœuvring to combine the maximum of money with the minimum of education, both that we may the better appreciate our deliverance from such a state of real degradation (for it was nothing else), and be led to watch the more anxiously any efforts, if haply such should be made, to check and turn back the upward movement which the new School Law has so happily initiated. In connection with this low standard—parsing a simple sentence in English being practically the only test—we may mention one fact that shows, amongst many others, how terribly in the days of which we are speaking things were unhinged and out of course. As soon as the new School Act became law, the Inspector recived instructions from the Department to apply with greater strictness the old method and standard, until they should be superseded by the new. Just one change was made, but that was found all-sufficient: the parsing, instead of being given orally, was exacted in writing. The effect was most remarkable. About one-half of the candidates presented to the Inspector as fit subjects for High School tuition were found, to a lamentable extent, incapable of spelling correctly in writing—whatever they may have been able to do orally—words certainly not amongst the most difficult in the language, more particularly those very terms of grammar which were almost every day in their mouths. Much harm, unfortunately, had already been done, but how much more would have been done but for the salutary interposition of the Inspector between the High School, with its coveted legislative grant and the pushing tendency of the local authorities! At last came the system under which we have been working for a twelvemonth—the Board of Examiners attached to each school, whose admissions are made final on approval by the Inspector, who is "to see that the regulations and programme of examination provided according to law are duly observed," and, therefore, not vitiated by the admission of pupils who do not come up to the prescribed standard. It is plain enough that this is a vast improvement on the old plan, yet far from perfection; for one thing it wants, and without that it will never command public confidence—uniformity. It is felt that, though it protects the High School from many an unfit pupil that would have crept in under the "simple parsing" system, it nevertheless works unequally, and with all the care the Inspector can exercise, it must work unequally, so great is the disparity between the different sets of questions, as put by different Examining Boards. There is, it is true, the expedient of exacting a higher percentage where the questions are easier, and this has been resorted to in some cases, but the proceeding is viewed with so much disfavour, and is so much regarded as an arbitrary act of the Inspector, that we have no high opinion of it as a remedy. There is but one course which can be considered fair to all, and that is, providing the same examination for all, subject always, of course, to that indispensable safeguard, revision by the Inspectors. That course, we are glad to see, has been adopted by the Department, under whose instructions questions for the Entrance Examinations have been prepared by the High School Inspectors, to be submitted to all the schools. This will excite general satisfaction, as a most commendable move in the direction of uniformity and, we may hope, will quite dispel that feeling of uneasiness to which the absence of uniformity has given birth.

In a few, a very few, instances, the local Examining Boards have objected to the revision, by the High School Inspector, of their reports of the entrance examination results. They seemed to think the exercise of such a power of revision by the Inspector a reflection upon their honour as men and their ability as Examiners, and signified their intention of "trying to have repealed the obnoxious clause of the Act which confers such powers." We cannot sympathise with this feeling. No one can deny the right, nay the duty, of the Government to exact such conditions for the admission of pupils as shall secure that degree of qualification at entrance, without which it is impossible for the schools to accomplish the work for which they were designed, and for which they annually draw a liberal allowance from the public Treasury. Is the constitution of the Local Boards such as to guarantee that these conditions shall be satisfied?

With the highest respect for the gentlemen composing these Boards, we venture to think not. The work of examination is practically in the hands of the High School Master and the Chairman of the Board of Trustees; these constitute a majority of the Examiners, and are questionless a unit upon all questions concerning the admission of pupils. Now we have a high opinion of the honour, integrity and ability of the Chairmen of our Boards of Trustees, and in all these points we believe our High School Masters will compare favourably with any teachers in the world; but as it is the ambition—laudable enough we are sure—of these gentlemen to have as many pupils as possible in their school, in order that it may compare favourably with others, and secure a fair proportion of the High School Fund; their inclination may, therefore, warp their judgment, and render them unwittingly less strict than they ought to be in fulfilling the requirements of the law. But there is no need of theorizing—of any speculative arguments upon this point. Granting all that can possibly be desired by the most sensitive spirit—granting that the Examining Boards are composed of men of unimpeachable integrity and unquestionable ability, there still remains the stubborn fact—that, both under the old law and under the new, *pupils have been hurried into the High Schools who were totally unqualified.* If it be asked why the Inspectors did not exercise the *veto* power which had been given them, we reply, because, as there were upwards of a hundred different Examining Boards, and, therefore, as many different standards of admission, there was no uniform and certain test which they could apply to the different cases. All the Examining Boards had adopted fifty per cent. of the total marks assigned to the examination questions, as the standard for the admission of candidates; and there would have been no difficulty in applying this test of a successful examination, *had the questions been the same for all the schools.* But here there was great diversity; fifty per cent. on the examination papers used in a few of the schools, constituted a higher standard than sixty, or seventy, or eighty, or even a hundred per cent. would have been in other cases. But if we attempted to exact a higher per centage upon these inferior papers, when it was known that fifty per cent. had been adopted throughout the country as the minimum for entrance, we were immediately taxed with the exercise of arbitrary power.

"You passed pupils in the K. School on a minimum of fifty per cent., and why do you exact a higher standard from us?" was the remonstrance not unfrequently heard. It was useless to urge that the K. School had set most excellent papers, and that its fifty per cent. was in reality higher than seventy per cent. on proportionally easier papers. Hence, acting upon their own convictions, and in accord with the expressed opinion of the ablest and most experienced masters the Inspectors made the recommendation above referred to—that examination papers should be prepared under the authority of the Department, so as to make the entrance examination and the test for admission the *same for all the schools.* If this be carried out, the Inspectors can have no difficulty in exercising the veto power in cases which call for the discharge of so unpleasant a duty—certainly, when the standard is fixed and uniform, they cannot be charged with having exercised their power in an arbitrary manner. The gentlemen whose views we are discussing admitted that, upon the removal of all restraint, the "tendency" would be to crowd the High Schools with unprepared pupils, and thus lessen their efficiency—or rather prevent their attaining to that degree of efficiency which alone can render them worthy of the name. But they thought that this evil could be remedied by the classification of the schools, and the application of the principle of "payment by results."—We cannot admit this.

Average attendance must always be an element in determining the distribution of the High School Fund; and as many schools can have no expectation of ranking high, these will be tempted to compensate by numbers what they lose in grade.

Moreover, when schools have attained to a high grade, they cannot easily be degraded; the "tendency" above stated would prevail; many unqualified pupils would be admitted; and, though the efficiency of the school would in reality be impaired, any attempt to degrade it would be at once designated as an "act of arbitrary power." Many of the schools are now quite low enough; but remove all check to the admission of pupils, and there is yet a lower depth to which they may sink—a depth of utter uselessness—uselessness, a depth in which they must be an unmeasured injury to the highest interests of education.

The objection that the veto power is a reflection upon the uprightness of the members of the Board, is without weight; at least it has no greater weight than if urged *against* the inspection of the schools themselves. For the High School Master, to all intents and purposes, is the Examining Board, the Chairman of the Board of Trustees leaving—at least in a great many cases—the business of the examination entirely in his hands.

If, therefore, the inspection of the examination papers and the results of the examination is a "reflection" upon the honour of the Examiners, much more is the *inspection* of the schools, which subjects *all the classes* of the most able and accomplished teacher to the test of examination by a disinterested and independent Examiner.

No. 21.

The Chief Superintendent of Education to the Honourable Provincial Secretary.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO,

TORONTO, 10th October, 1872.

SIR,—I have the honour to transmit herewith the reply of the Council of Public Instruction to your letter of the 27th ultimo, addressed to the Clerk of the Council, and enclosing an Order in Council suspending the regulations for the admission of pupils to the High Schools and Collegiate Institutes, and all action thereunder.

I observe that, in some quarters, it has been proposed as a substitute for the regulations providing uniform entrance examinations for the High School and average attendance as the basis of apportionment of public money for their support, payment according to results or work done in each High School and Collegiate Institute, and this scheme has been ascribed to Professor Young. But Professor Young in his report, as Inspector of High Schools, addressed to me for 1867, remarks:—

"I have come to the conclusion, after having devoted much thought to the subject, that until educational results are combined with attendance as the basis of apportionment, it will be impossible to devise any scheme of distribution that shall not be open to grave objections. More than a year ago you asked me to consider whether results might not in some way be reached with sufficient accuracy to be taken into account, to a certain extent, in deciding the grants to be made to the several schools. I stated to you my conviction that it could not be done with the present provision for the inspection of Grammar Schools.

"But I feel no doubt that if the Provincial Legislature were willing to make an additional annual grant of one thousand or eleven hundred pounds for Grammar Schools' inspection, or if such a sum could properly be deducted from the Grammar School Fund, a system of inspection could be organized that would make the blood flow in a new style through every limb of the Grammar School body, from Windsor to L'Orignal, and from Owen Sound to Port Rowan, and which, at the same time, while leaving several perplexing questions to be settled on their own merits, would render a just and right apportionment of the Grammar School Fund possible."—*Report for* 1867, *p.* 46.

In my report for the same year *(p. 37)*, I remarked upon Mr. Young's reply to my request, showing, with him, the necessity of increasing the means of inspection.

I made enquiries into the working of this system in England, and conferred on the subject with the British Educational Commissioner Fraser (now Bishop of Manchester) in 1865, and directed attention to it on the part of the Rev. J. G. D. Mackenzie, High School Inspector, who, in his report for 1869, also discussed and recommended it.

Again in my report for 1870 *(p. 68)* I discussed the subject, and adduced examples of other countries. I paved the way for it by preparing and getting inserted in the 37th section of the School Act of 1871, the words "each High School, conducted according to law, shall be entitled to an apportionment at the rate of not less than four hundred dollars per annum, according to the average attendance of pupils, *their proficiency in the various branches of study*, and the length of time each such High School is kept open, as compared with other High Schools."

Professor Young delivered a lecture on the subject to the Teachers' Association in August of last year. I also requested the two High School Inspectors to devote their attention to the subject, and report the result; they did so last spring, but the Council of Public Instruction thought it best to collect data and mature the scheme this year, with a view of seeing whether it might not, to some extent at least, be introduced and tested next year. The Inspectors discussed and presented a scheme in their report which will be shortly printed.

But it is to be observed that any and every scheme of this kind implies a uniform or common point or standard of commencement, and therefore renders indispensable, uniform examinations of pupils for admission to the High Schools.

This common starting point is as essential in the race of competitive labour in the High Schools for as large a prize as possible of money in the public apportionment, as in a race for any other prize.

I have the honour to be, Sir,
Your obedient servant,

(Signed) E. Ryerson.

The Honourable Peter Gow, M.P.P,,
Provincial Secretary, Toronto.

No. 22.

Henry Kinloch, Esq. Office of the Honourable the President of the Council, to the Clerk of the Council of Public Instruction.

Office of the President of the Council, Ontario,

Toronto, 15th October, 1872.

Sir.—I am directed to acknowledge the receipt of the communication of the Council of Public Instruction, dated the 9th inst.

Regulations suspended by the Order in Council referred to. infringing. as they did. the provisions of the School Act of 1870–71, in a principal particular, by introducing the High School Inspectors as examiners in substance for the admission of High School pupils, ceased to be applicable to the Board of Examiners as constituted by the 38th section. and the duty will again devolve upon the Council of Public Instruction of framing the regulations and programme of examination for the guidance of such board. The reason for the passing the Order in Council was the legal one that the regulations suspended were in contravention of the provisions of the section referred to. and I am directed to assure the Council that it was solely on this ground of illegality that the Government considered it their duty to advise the suspension of the regulations without further reference to it. I am also directed further to remind the Council that in prescribing regulations, the law provides that they are to be approved by the Governor in Council, (see section 15. Con. Stat. U.C.. cap. 63) and that therefore until they are submitted for and receive such approval they are not obligatory.

I am further directed to mention that the important questions which are offered by the Council in explanation of their action in the premises have not been overlooked, but have received the earnest consideration of the Government, and I am further directed to observe that many of the suggestions for rendering the High Schools really, and not nominally so, are indisputable. and that the Government is quite prepared to aid the Council in its efforts to obtain, as far as may be, a uniform standard of proficiency at admission. In endeavouring to accomplish this, however, the Government and the Council are equally bound to observe the provisions of the law, as appearing in the different Acts relating to this subject.

I have the honour to be,
Sir,
Your obedient servant,

(Signed) Henry Kinloch.

Alexander Marling, Esq.,
Clerk, Council, Public Instruction, &c., &c.

No. 23.

Henry Kinloch, Esq. Office of the Honourable President of the Council to the Chief Superintendent of Education.

OFFICE OF THE PRESIDENT OF THE COUNCIL, ONTARIO.
TORONTO, 16th October, 1873.

SIR,—I am directed to acknowledge the receipt of your letter of the 10th inst., with its enclosure containing the reply of the Council of Public Instruction to the letter of the Provincial Secretary of the 7th ulto., which enclosed the Order in Council suspending the regulations for admission of pupils to the High Schools.

I am directed to ask your perusal of the answer of the Government to that communication, and also to observe that an examination, as uniform as may be, of pupils for admission to the High Schools is altogether to be desired, and that all reasonable means for securing this end will meet with the approbation of the Government.

I have the honour to be, Sir,
Your obedient servant,
(Signed) H. KINLOCH.

The Rev. E. Ryerson, D.D.,
Chief Superintendent of Education, &c., &c.

No. 24.

The Chief Superintendent of Education to the Honourable Provincial Secretary.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO,
TORONTO, 16th October, 1872.

SIR,—I have the honour to transmit herewith a minute of the Council of Public Instruction, adopted at its meeting held on Monday, the 14th instant.

I beg also to enclose for the information of the Government, extract from letters expressing the views of certain authorities of High Schools, who wish to keep up the standard of High School Education, in regard to the suspension of the Regulations relative to the admission of pupils to High Schools. Similar views have been verbally expressed by representative members of High School Boards in personal enquiries at this Department.

I am persuaded that had the trial of the regulations been permitted, it would have been successful and would have given general satisfaction.

I have, &c.,
&c., &c ,
(Signed) E. RYERSON.

Honourable Peter Gow, M. P. P.,
Provincial Secretary, Toronto.

ENCLOSURES.

(No. 1.)—*Extract from minutes of the Council of Public Instruction.*

COUNCIL ROOM, EDUCATION OFFICE,
October, 14th, 1872.

Ordered,—That the Government having condemned and suspended through the medium of the public press, the Regulations which the Council of Public Instruction had adopted for the admission of pupils to the High Schools, a request be made to the Government for permission to publish, through the same medium, the explanations of and reasons for the said Regulations, contained in the reply of the Council, addressed to the Honourable the Provincial Secretary, the 11th instant.

(No. 2.)—*High School Board, Bowmanville.*

BOWMANVILLE, 1st. October, 1872.

Resolved,—That this Board learns with regret that the Lieutenant-Governor has been advised to suspend the Regulations of the Council of Public Instruction, relating to the admission of pupils to High Schools and Collegiate Institutes. This Board is assured that the Regulations, by securing a uniformity of examinations and the supervision of the High School Inspectors, would materially advance the interests of High School education.

F. Y. COWLE, *Mover.*
JAS. MCCLUNG, *Seconder.*

(No. 3.)—*Public School Inspector, County Durham.*

BOWMANVILLE, 2nd October, 1872.

I much regret the action of the Lieutenant-Governor in suspending the Regulations relating to admission of pupils to High Schools. If no check be placed upon the Board, the Chairman and High School Master, (who in my experience are only too willing to crowd pupils into their High School,) can at any time unite against the Public School Inspector, and the evil of which Grammar School Inspectors have hitherto complained, will, I fear, be much aggravated. I brought the subject before our School Board last night and explained to them its probable effect. The subject was discussed at considerable length and a resolution, of which the enclosed is a copy, was carried.

(Signed) J. J. TILLEY,
Inspector.

(No. 4.)—*Head Master, High School, Brantford.*

BRANTFORD, 2nd October, 1872.

DEAR SIR,—I write to enquire of you what modifications the circular which has been issued by the Government will make in the manner of conducting the examinations, are we to expect printed papers from the Department, or are we to proceed with the examinations without them; are the answers still to be returned for the supervision of the High School Inspector? I may say that in common with all of my fellow-teachers with whom I have spoken on the subject, I exceedingly regret that any change should have been made by the Government in this matter, as I regarded the rules lately fixed by the Department for the conduct of the examinations as most excellent and in every way suited to promote the good of High Schools. Might I request that if any of the examination questions have been struck off yet, you would do us the favour of sending us a copy that we may conduct the examinations as nearly as possible in accordance with the wishes of the Department.

I remain,
&c., &c.,

(Signed) J. D. O'MEARA.

J. G. Hodgins, Esq., LL.D.

(No. 5.)—*Public School Inspector, County Peel.*

BRAMPTON, 2nd October, 1872.

SIR.—I have the honour to enquire whether, in view of the Regulations of the Council of Public Instruction, regarding admission of pupils to High Schools, it is still the intention of the Department to issue a uniform set of examination papers for use on 10th inst.

In this connection I may take the liberty of saying that in my private opinion some such regulations as those just suspended are highly necessary: the standard of 75 per cent seems to me quite too high in the present condition of our Public Schools.

I have the &c.,
&c., &c.,
(Signed) D. J. MCKINNON,
Inspector.

The Chief Superintendent of Education, Toronto.

(No. 6.)—*Head Master, Collegiate Institute, Cobourg.*

COBOURG COLLEGIATE INSTITUTE,

October 9th, 1872.

MY DEAR SIR.—Allow me to express my regret that the Regulations recently adopted by the Council of Public Instruction for the admission of pupils to the High Schools have been rescinded. Few things are more essential to the perfection of our School System than uniformity in the entrance examinations. The circular issued by the Provincial Secretary renders this uniformity, for the present, impossible; and it opens a door for such a wholesale admission of pupils to the High Schools as must, by confining the attention of the teachers too much to preliminary branches, tend to deteriorate the character of these schools if not entirely to defeat the object for which they have been established. Besides this, the circular issued by the Lieutenant-Governor renders it morally certain that, in many cases, where High and Public Schools are united, extraordinary efforts will be made to draw such a proportion of the Government grant as will place superior schools in a very inferior position. Had Mr. Gow been advised to suggest that fifty per cent of the full value of the prescribed questions be substituted for the standard of seventy-five per cent, the change would have been beneficial, but this last sweeping blow appears to be at once the most insulting to the Council of Public Instruction, and, in its tendencies, the most fatal to High School education, that has been aimed at the foresight and unsectarian, but Christian sympathies of the Provincial Board of Education. I trust that after this year, the Government may be induced to withdraw the circular which Mr. Gow has been instructed to issue.

I am,
my dear sir,
&c., &c.,
(Signed) JAMES ROY.

To the Rev. Dr. Ryerson.

(No. 7.)—*Public School Inspector, City Kingston.*

KINGSTON, 4th October, 1872.

SIR,—It is an old saying that "when doctors disagree disciples then are free" but when authorities, each of which issues its commands as final, disagree, I suppose it becomes necessary to determine which is the *superior* authority.

Now, Sir, we received instructions a short time since concerning the approaching examinations of candidates for admission into the High Schools, and since that we also received a government order setting aside the former instructions received from the Council of Public Instruction. In this dilemma we ask you *what we are to do?*

I have, &c.
&c., &c.,

(Signed) W. F. DUPUIS,
Insp. P. S.

J. George Hodgins, Esq.

(No. 8.)—*Public School Inspector, County Simcoe, North.*

BARRIE, October 5th, 1872.

REV. AND DEAR SIR.—Enclosed please find Superannuation Fund Subscriptions.

We have received from the Government a circular stating that regulations relative to examination for entrance to High Schools are done away with. Deeming such action *unwise* and unjustifiable, I spoke to the Head Masters here and we agree to follow out your instructions, as we should have done, had no such circular been sent. Would it be still possible to obtain the examination papers which were to have been sent to us, we should like much to obtain them.

I have, &c., &c.,
JAMES C. MORGAN.

Rev. E. Ryerson, 10th Oct.

(No. 9.)—*Head Master, High School, Barrie.*

BARRIE, October 10th, 1872.

SIR,—Having regard to the Regulations issued by the Department for the admission of pupils to the High Schools, and the circular issued by the Provincial Secretary with reference thereto, I desire to say that the Board of Examiners in Barrie are unanimously prepared to adopt those Regulations, and would be glad to use the examination papers prepared by the High School Inspector, if sent to the Chairman of the Board.

I am, Sir,
&c., &c.,
H. B. SPOTTON.

The Chief Superintendent,
Toronto.

No. 25.

The Chief Superintendent of Education to Henry Kinloch, Esq., Office of the Hon. President of the Council.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

EDUCATION OFFICE, TORONTO, 21st October, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 16th instant, enclosing, and requesting by direction, my perusal of the answer of the Government to the communication of the Council of Public Instruction of the 27th ultimo, addressed to the Provincial Secretary.

I have read the concluding part of the answer of the Government referred to with heartfelt satisfaction ; recognizing as it does the principle and necessity of a uniform standard of examinations in the admission of pupils to the High Schools, and assuring the earnest consideration of the Government to the suggestions of the Council, and of aid to its efforts in the accomplishment, as far as possible, of so desirable and important an object. I have the honour to transmit herewith the answer of the Council of Public Instruction to the communication of the Government.

I deeply regret that the much time and labour which have been employed on the subject, have proved fruitless, and that the season is too far advanced to permit the Council doing any thing more on the subject before the end of the year, or until further legislation takes places.

It appears to me that the High Schools will not recover for some time from the shock and confusion arising from the entire suspension of the Programme and Regulations for the admission of pupils to the High Schools, and of all proceedings under them—my own belief is, which I venture to express, that the best, and indeed only solution of the difficulty and injury caused by, and likely to arise from, the Order in Council, is to have it rescinded or modified, and cause the examinations to take place next month according to the programme and regulations, with the instructions to the High School Inspectors, as suggested by the Council of Public Instruction in the accompanying communication. If the requirements of the 38th Section of the School Act of 1871 be observed, I do not see how pupils can be lawfully admitted to the High Schools in the absence of both Programme and Regulations; but if the examinations which took place the 10th instant be ignored as not according to law, those of next month, according to Regulations and Programme, with the uniform questions which are printed and ready to be sent out, may be made retrospective in their application in behalf of pupils admitted, as if they had taken place earlier in the half year.

I have the honour to be, Sir,
Your obedient servant,

Henry Kinloch, Esq., E. RYERSON.
Office, President of the Executive Council.

No. 26.

The Council of Public Instruction to Henry Kinloch, Esq., Office of the Hon. President of the Council.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO.

EDUCATION OFFICE, TORONTO, 21st October, 1872.

SIR,—The Council of Public Instruction acknowledge the receipt of your letter of the 15th instant in reply to the letter of the Council of the 9th instant addressed to the Hon. the Provincial Secretary, respecting the Regulations for the admission of pupils to the High Schools, which have been suspended by an Order of the Lieutenant Governor in Council. You are directed to state that "the duty will again devolve upon the Council of Public Instruction, of framing the Regulations and Programme of Examination for the guidance of such Board of Examiners, as constituted by the 38th Section of the School Act of 1870–1."

2. To this the Council beg to reply, that the time for examining pupils for their admission to the High Schools for the current half year is passed. The time appointed for it, and for which all parties had prepared, was the 10th instant; but a few days before that time, an Order in Council was passed suspending the regulations for admission of pupils, and forthwith communicated by the Provincial Secretary to Chairmen of High School Boards, and published in the *Globe* newspaper of the 30th ultimo. It is, therefore, too late for the Council of Public Instruction to frame any new regulations to take effect the current half year; and before the commencement of another year, the Legislature will have been assembled, when the whole question of School Law and School Regulations will probably be discussed and decided upon in some form or other.

3. The Council would also remark, that a Programme and Regulations were prepared and published last year for the guidance of local Boards of Examiners, constituted by the 38th Section of the School Act of 1871; but the Inspectors have reported that there was no uni-

formity in the examinations for the admission of pupils. They even state "Granting that the Examining Boards are composed of men of unimpeachable integrity and unquestionable ability, there still remains the stubborn fact that, both under the old law and under the new, *pupils have been hurried into the High Schools who were utterly unqualified.*" No change has been made in that programme; no objection has been made to it; but to remedy the defects of the examinations, the Council caused uniform examination papers on all the subjects of the programme to be prepared and printed: which examination papers, with the needful instructions for their use, were within a few hours of being sent out to the county, city and town Inspectors for the use of the several High School Boards of Examiners, when the Order in Council suspending them was published in the newspapers—had the Government thought proper to signify to the Council its disapproval of the part of the Regulations, which recognized the power of Inspectors to reject any pupils admitted by the Boards of Examiners, the uniform standard and questions might have remained undisturbed; the examination papers with the answers would have been forwarded to the Department, and the Inspectors could have been instructed not to veto any admissions of the local boards. The Inspectors might have been also instructed to examine and report upon the proceedings of the local boards, and the whole could have been laid before the Government for its information with a view to enable it to decide upon the regulations when finally revised and submitted to the Lieutenant-Governor in Council for ultimate ratification. But the disallowance of all the regulations and the programme, and the publication of such disallowance in the newspapers, has not only rendered impossible that uniformity of examinations which your letter states to be important, but places the Council in the unenviable position before the public of being condemned for having made regulations contrary to law.

4. But the Council of Public Instruction is publicly condemned not only on the ground of the alleged *illegality* of their proceedings but also upon the ground of their *policy*: for the Order in Council adds, that "The Attorney-General further states, that he considers that in prescribing the Programme of Examinations and Regulations, it is desirable that the utmost facility should be afforded to the admission of pupils to the High School, &c."—clearly implying that the Council of Public Instruction had not, by the regulations suspended, afforded sufficient facilities for the admission of pupils to the High Schools, and that the local boards should extend those facilities—which cannot be done without reducing the standard of admission, and thus bringing back and perpetuating a state of things which the Inspectors and other enlightened friends of High School Education have deprecated for years past.

5. Under such circumstances the Council feel that a thorough investigation of their acts and policy, so condemned and censured by the Attorney-General, are due to their character and past services; and as the Hon. Mr. Blake, President of the Executive Council, has, in past years, required all minutes of the Council of Public Instruction and correspondence between members of the Government and Education Department to be laid before the Parliament, so the Council trust that the correspondence of the present year will be laid before the Legislative Assembly at the commencement of its approaching Session, preparatory to a full investigation by the High Court of Parliament.

6. You state that you are directed further "to remind the Council that in prescribing Regulations, the law provides that they are to be approved by the Governor in Council (see Section 15, Con. Stat. chap. 63,) and that, therefore, until they are submitted for, and receive such approval they are not obligatory."

7. To this the Council beg to return the following answer:—*Firstly*, in the Return of Correspondence between Members of the Government, and the Education Department, laid before the Legislative Assembly at its past Session, and printed by its order, it appears (page 45) that as early as the third of January last, all the Programmes and Regulations which the Council of Public Instruction had adopted, were transmitted to the Government, and laid before Parliament. *Secondly*, By order of the Government, the Minutes of Proceedings of each meeting of the Council, as soon as confirmed, have been laid before the Government for its information, and therefore for its disallowance, if not approved of. *Thirdly*, an Act was passed near the close of the last session of the Legislature expressly authorizing the Lieutenant Governor in Council "to cause enquiry to be made into the working of any rules, regulations, instructions or recommendations which have been, or may be made or issued by the Council of Public Instruction, or by the Chief Superintendent of Education, and to abrogate, suspend or modify any such rules, regulations, instructions, or recommendations." *Fourthly*,

In pursuance of this Act, a minute enquiry was, last spring and summer, instituted by the Government, in form of questions, as to the authority of the Council in regard to all the School Regulations, &c., and reasons for them; after which the Government advised that the Regulations in respect to school house accommodations should be only *recommendatory* for the current year. The disapproval of one regulation, supposed to have been compulsory instead of being recommendatory, plainly implied and conveyed the impression of its approval of the other Regulations; among which were the Programme and Regulations for the admission of pupils to the High Schools, and the authority of Inspectors to see that the examinations of pupils by the local boards were according to the Regulations, and therefore determining the final admission or non-admission of pupils accordingly.

These Regulations were adopted as early as July, 1871, and they had been in operation upwards of a year, and had not been disallowed by the Government after so severe a scrutiny of them. There is no change whatever in the programme of examinations since July, 1871; nor any change in the legal authority recognized in the Inspectors, and therefore no difference involving any principle of law. The only difference is, that during the second half of last year and first half of this year, the local boards prepared the examination papers, (which were as various as the boards,) and the second half of this year the Council of Public Instruction have caused to be prepared a uniform set of examination questions, based upon the programme prepared and published last year. But on the eve of these uniform questions being used, they have been suspended, together with the regulations and programme on which they are founded, thus not only taking the Council of Public Instruction by surprise, but leaving no time or opportunity for repairing the damage done to the schools and the school system during the current half year.

8. The Council know not how the Government could have been more fully informed of all the Council's regulations and proceedings than it has been; and the Government having declared its intention, at the close of the last session of the Legislature, to examine into all the proceedings of the Council of Public Instruction, and had an Act passed for that special purpose, this Council have felt precluded, under such circumstances, from framing, much less submitting to the Government any new programme, even had they thought it desirable; but have simply endeavoured to remedy the defects of the unsatisfactory examinations of the previous twelve months, by rendering them uniform—an object which you are directed to recognize the importance of as strongly as the Council have laboured earnestly to promote it; and the Council cannot imagine what meaning the clause relative to the duty of Inspectors in the 38th section of the School Act of 1870–71 can have, if the Inspectors have no control in the admission of pupils to the High Schools. If this is not permitted by law, (as we are assured the author of the clause in question supposed and intended,) then there seems a necessity for an amendment of the law in this respect, as the Council cannot conceive the possibility of uniformity of examinations and admission to the High Schools without some one authority to decide finally upon them.

9. In regard to the regulations being "obligatory;" the Council have never used that word: the Council having nothing to do with *administering* either the law or regulations made under it, except in respect to the Normal and Model Schools, and giving first-class certificates to teachers; but the Council had intended that the regulations in regard to both the Public and High Schools, under the new School Act should at first be *experimental* and not final, but subject to revision as experience might suggest, and then to be submitted to the Governor in Council for formal sanction; and printed in an official form—which has not yet been done or proposed to be done, though a sum was voted by the Legislature at its last session for that purpose. The Council had proceeded in the same manner in regard to programmes and regulations under former School Acts; and the result has proved the wisdom of such a course, which met the approbation of successive administrations of Government.

10. The Council are extremely gratified at the expression of sentiment and feeling on the part of the Government contained in the concluding paragraph of your letter, and no effort will be wanting on the part of the Council to aid the Government in every possible way to mature and render as effective as may be, every detail and operation of our school system.

11. The Council fully recognize the supreme authority of the Government in regard to matters connected with education, as well as in regard to other public interests; the Council fully recognize their duty to obey the orders of the Government as provided by law; but

they submit whether according to usage of other Governments, as well as of our own Government in all past years, (as more fully explained in our letter of the 9th instant) whether according to all legal usage, founded upon fairness between man and man, it is not due to our individual character and past labours, that we should be informed of complaints and representations made against our acts, and be permitted to explain and give the reasons for such acts, before they are condemned—much less publicly condemned—by Orders of the Lieutenant Governor in Council.

I have the honour to be, Sir,
Your obedient servant,
(Signed) ALEXANDER MARLING,
Clerk of the Council.

By order of the Council of Public Instruction for Ontario.

To Henry Kinloch, Esq.,
Office of the President of the Council, Toronto.

No. 27.

Henry Kinloch, Esq., office of the Hon. President of the Council to the Chief Superintendent of Education.

OFFICE OF THE PRESIDENT OF THE COUNCIL,—ONTARIO,
TORONTO, 22nd October, 1872.

SIR,—I am directed to acknowledge the receipt of your letter of the 16th inst, with which is transmitted a minute of the Council of Public Instruction passed on the 14th inst.

With respect to this minute I am directed to call the attention of the Council to the letter of this Department, of the 15th inst; addressed to Mr. Marling, the Clerk &c., in which the causes for the action of the Government in suspending the Regulations referred to are stated; and the Council will perceive that it was in consequence of these Regulations being in direct conflict with the statute referred to, and therefore illegal, that this action was forced upon the Government; and that the immediate modification of that action was necessary, having regard to this illegality and to the necessity of the High School Boards being immediately advised. In the letter to Mr. Marling the Council was assured of the aid of the Government in its efforts to obtain as far as may be a uniform standard of proficiency at admission, and which I am again directed to assure the Council is the desire of the Government; and the Government would invite the Council to consider what regulations would best subserve this object, which would not be obnoxious to the existing state of the law, and if further legislation should, in the judgment of the Council, be necessary, their suggestions would be earnestly considered, and I am further directed to mention that it is the desire of the Government to act in harmony with the Council in the endeavour to secure so great a public benefit as improving the standard of High School education throughout the Province

I am also directed to mention that when substitute Regulations for the admission of pupils to High Schools have been adopted by the Council and approved of by His Excellency in Council, it will be opportune to make them known through the medium of the public press; but that it is not in the public interest that communications passing between officers under the Government and the Government itself should become subjects of discussion for the newspaper press.

I am directed to return the communications from the teachers, which you were good enough to enclose for the perusal of the Government.

I have &c.,
&c., &c.,
HENRY KINLOCH.

The Rev. Dr. Ryerson,
Chief Superintendent of Education, &c., &c.,

[ENCLOSURE.]

Copy of letter from the Public School Inspector, County Durham.
Copy of letter from the Public School Inspector, County Peel.
Copy of letter from the Public School Inspector, County Simcoe.
Copy of a resolution from High School, Bowmanville.
Copy of a letter from Head Master, High School. Brantford.
Copy of a letter from the Head Master of the Cobourg Collegiate Institute.
Copy of a letter from the Head Master of the Barrie High School.

No. 28.

Henry Kinloch Esq., office of the Hon. President of the Council, to the Chief Superintendent of Education.

OFFICE OF THE PRESIDENT OF THE COUNCIL, ONTARIO,

TORONTO, 24th October, 1872.

SIR,—I am directed to acknowledge the receipt of your letter of 22nd October, (13978-03) with respect to the admission of pupils to High Schools.

I am, Sir,
&c., &c.,

The Rev. E Ryerson, D. D., (Signed) HENRY KINLOCH.
Chief Superintendent of Education, &c., &c.,

No. 29.

Henry Kinloch Esq., Office of the President of the Council, to the Clerk of the Council of Public Instruction.

OFFICE OF THE PRESIDENT OF THE COUNCIL—ONTARIO,

TORONTO, 24th October, 1872.

SIR.—I am directed to acknowledge the receipt of your letter of the 21st inst. (13977-03) respecting the Regulations for the admission of pupils to the High Schools.

Your obedient servant,

Alexander Marling, Esq., (Signed) HENRY KINLOCH.
Clerk, Council of Public Instruction.

No. 30.

The Chief Superintendent of Education to Henry Kinloch, Esq., Office of the Honourable President of the Council.

DEPARTMENT OF PUBLIC INSTRUCTION FOR ONTARIO,

EDUCATION OFFICE, TORONTO, 25th October, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 22nd instant, in reply to mine of the 16th instant, enclosing a minute of the Council of Public Instruction, requesting permission to publish its explanation of its own proceedings, which had been pronounced illegal in a *published* Order in Council.

2. As your letter is a reply to the application of the Council of Public Instruction on that subject, I laid it before the Council; and I have the honour to transmit herewith the answer which the Council has adopted in reply to your letter.

3. In respect to the prayer of the Council that I may be permitted to seek the decision of one of the Superior Courts, on the question of the alleged illegal act of the Council, I suppose that I have discretionary authority in ordinary cases, as the section of the Act referred to (23 Vic., chap. 49, sec. 23,) says:—"It shall be competent for the Chief Superintendent of Education, *should he deem it expedient*, to submit a case on any question arising under the Grammar or Common School Acts, to any Judge of either of the Superior Courts, for his opinion or decision, or, with the consent of such judge, to either of the Superior Courts for their opinion and decision."

4. But in the peculiar circumstances of the present case, I do not think it advisable to proceed without the consent of the Government.

5. In a letter addressed to me by the Honourable the Attorney-General, dated the 23rd instant, he substantially reverses an opinion he had expressed in a previous letter, on considering dimensions as an element in adequate school house accommodations; and I cannot but believe that either of the Superior Courts, if an appeal to them be permitted, would acquit the Council of Public Instruction of having acted illegally, as the Attorney-General has stated, in framing a programme and regulations for the examination of pupils for admission to the High Schools.

I will only add that hitherto, during the present year, no member of the Government has visited the Education Department, to examine its work and modes of operation, nor has had any consultation with any member of the Council of Public Instruction, as to High or Public School Regulations, of the methods of carrying them into effect. Had there been any such consultation, I am persuaded the difficulties which are now felt, never would have occurred, and the onward progress of school improvement would not have been impeded, or met with any check.

I have the &c., &c.,

E. Ryerson.

Henry Kinloch, Esq.,
Office of the President of the Executive Council,
Toronto.

No. 31.

The Council of Public Instruction to Henry Kinloch, Esq., Office of the Honourable President of the Council.

Department of Public Instruction for Ontario,

Education Office, Toronto, 25th October, 1872.

Sir,—The Chief Superintendent having laid before the Council a letter of the 22nd instant, addressed to him by direction of the Hon. Edward Blake, President of the Executive Council, in which letter is discussed the Minute of this Council of the 15th instant, applying to the Government for permission to publish their explanatory answer to the published Order of the Lieutenant-Governor in Council, suspending the Programme and Regulations for the admission of pupils to the High Schools; the Council desire to make the following remarks in reply to the President of the Executive Council, and request the Chief Superintendent to transmit them to him.

2. In the letter directed to be sent by the Hon. Mr. Blake, President of the Executive Council, the Council of Public Instruction are informed "that it is not in the public interest that communications passing between officers under the Government and the Government itself should become subjects of discussion for the newspaper press." Had the Government adopted this course in the first instance, the Council would not have applied for permission to publish its communication of the 9th instant; but their unusual application was made on ac-

count of the entirely unusual course adopted, of publishing the Government Order in Council, condemning and suspending, as unlawful and injurious, the programme and regulations of the Council of Public Instruction, for the admission of pupils to the High Schools.

The Order in Council is dated the 27th of September; it was communicated to the Education Department the 28th, which was Saturday; Sunday being a *dies non* in such matters, the following morning, Monday the 30th, the Order in Council was published in the *Globe* newspaper, the members of the Council of Public Instruction (with the exception of the Chief Superintendent) first learning through the public press the official condemnation of their acts as contrary to law and hurtful to High School Education. As a matter of justice to themselves and the interests which they have, for so many years, anxiously sought to promote, the Council have asked that the public press may also be the medium of their explanations of, and reasons for, their own acts, so publicly and summarily condemned, without any notice, or any consultation on the part of any member of the Government with any member of the Council.

3. The Council beg also to remark that in all past years the Education Department has been the medium through which Government has invariably communicated with Public and High School authorities, and in all cases matters objected to have been referred to the Council of Public Instruction or Education Department for explanation or report before final action. Had the Government adopted either course in the present matter, and given directions as to what modification it desired in the examination of pupils for admission to the High Schools, the modification could have been made by this Council, which, with the requisite instructions, could have been forthwith communicated to the High School authorities in the usual way, as the examinations were not to take place until the 10th instant; but, according to the course which the Government have thought proper to pursue, the whole Programme and Regulations, and all action under them having been publicly suspended, and the Council of Public Instruction, together with the Education Department, have been summarily set aside in communicating with the school authorities on the subject of these admissions, nearly two weeks before they could take place. The Council cannot but feel it unequal—as it is unusual and unprecedented—that they should be publicly condemned by Governmental Order as having committed unlawful acts, that Order, by authority, not only communicated to the High School Trustees concerned, but made a subject of discussion in the newspaper press, —that the explanation of this Council's acts are not allowed to appear in the same newspaper press. The Government has, of course, the power to publish its condemnation of our acts, without permitting the publication of any explanations whatever on the part of the Council; but that publicity on the part of the Government is the sole reason for the request of publicity of explanations to which the Council think they have a claim, and which they think due to the public, on the ground of their individual character, apart from social position and long service in the work of public education. But they bow to authority, and submit to what they must regard as a wrong inflicted upon them, and as an injury done to High and Public Schools, until the decision of one of the Superior Courts can be obtained, or until the assembling of the Provincial Legislature, when they trust a public and full investigation of their proceedings will take place.

4. If the objection on the part of the Government lay, not against the Programme and mode of examination by the local boards, but against the authority recognized in the Inspectors of High Schools in regard to the admission of pupils, then there could have been no need of immediate notifications "to High School Boards," since the Inspectors could know nothing of the result of examinations until weeks after they had taken place, as the examination papers with the answers were required to be sent to the Education Department to be there examined by the Inspectors, to "see (as required by law) that the Regulations have been duly observed in the admission of pupils."

5. In the letter directed by the President of the Executive Council, it is said "the Council (of Public Instruction) will perceive that it was in consequence of these Regulations being in direct conflict with the statute referred to and therefore illegal, that this action was forced upon the Government; and that immediate notification of that action was necessary, having regard to this illegality, and to the necessity of the High School Boards being immediately advised." This statement charges such gross misconduct on the part of the Council of Public Instruction as to place the Government in an imperative exigency of immediate action to counteract the evils of such illegal acts, but the Council fail to see in such exigency

the necessity of the newspaper publicity of their acts as illegal while they are denied the publicity of explanations.

6. But though the Attorney-General has pronounced the acts of the Council to be in direct conflict with the statute, and therefore illegal; and they bow to the condemnation in that opinion, yet they have not been permitted to see any reasons whatever for that opinion, either in the wording of the statute, or in the past history of the High School System, or in the nature of the case itself; and so strong a conviction have the Council of Public Instruction of the legality and beneficial tendency of their acts, that they pray that the whole question may be submitted to the highest judicial decision, as provided in the Act 23 Vic., chap. 49, section 23, as follows:—" It shall be competent for the Chief Superintendent of Education, should he deem it expedient, to submit a case on any question arising under the Grammar or Common School Acts, to any Judge of either of the Superior Courts for his opinion and decision, or, with the consent of such Judge, to either of the Superior Courts for their opinion and decision."

7. This Council, therefore, humbly pray that the Government will permit the Chief Superintendent in so important a matter as the legality of the acts of a body of gentlemen who for more than twenty-five years have served the public, to avail himself of the provision of the law above quoted, and to use so much of the correspondence between the Government and Education Department as may be necessary for a full statement of the case, in order to submit the same to the impartial consideration and decision of the Judges of one of the Superior Courts, (as authorized by law) as to whether the Council of Public Instruction have, or have not, acted in direct conflict with the statute, and, therefore, illegally," in making a Programme and Regulations for the examination of pupils and their admission to the High Schools."

8. The President of the Executive Council again suggests to this Council "to consider what Regulations would best subserve the object" to obtain as far as may be a uniform standard of admission" of pupils to the High Schools. But in view of the legal opinion of the Attorney-General, on which the Government has acted, the Regulations which this Council has adopted for that object, including the Programme of subjects and instructions for the examinations, having been suspended as "in direct conflict with the statute, and therefore illegal." they are at a loss to know what they can do on the subject; for if a Programme fixing the subjects of the first four classes of the Public School programme for examination, be unlawful, one fixing any other class of subjects for examination must be equally unlawful; and if the instructions given for conducting the examinations by the local boards be unlawful, any other instructions must be equally unlawful: for it is to be observed, that the Inspectors of High Schools have nothing to do with the examination of pupils for admission to the High Schools. Whatever power Inspectors might or might not have lawfully exercised in the admission of pupils to the High Schools, they (the Inspectors) could not have exercised it until weeks after such examinations, as the instructions required the examination papers, with the answers of pupils, to be forwarded to the Education Department, before they could even be seen, much less judged of, by the Inspectors. The Government has not informed this Council what parts, or whether any part of the Programme or Regulations, or instructions are deemed lawful, but has suspended them all, without distinction or exception, as illegal—thus leaving the Council to infer their utter powerlessness to do anything lawful for the admission of pupils to the High Schools.

9. This Council deems it premature to recommend any further legislation on the subject, until it appears by the decision of one of the Superior Courts as they have prayed for, and as provided for by law, whether further legislation be necessary, and until they learn from the Government what Programme and Regulations they can make, under the law as it now exists.

10. In conclusion, the Council desire to add, that while they feel keenly the harsh and severe course of proceeding which the Government has thought proper to adopt towards them during several months, and deem it a duty to themselves and to the public, whose confidence they have long enjoyed, and whose best interests they have done all in their power to promote, to claim all the protection and vindication which the law provides, and which they can justly obtain, they again respond cordially to the wish expressed by the President of the Executive Council, for harmonious action between the Government and the Council of Public Instruction in the patriotic and national work of improving and perfecting our system of High School,

as well as Public School education : and no exertions shall be wanting on the part of the Council in the future, any more than they have been in the past, to promote that great object, as far as they may be permitted and enabled to do so.

By Order of the Council of Public Instruction for Ontario.

I have the &c.,
&c., &c.,

(Signed) ALEX. MARLING,
Clerk of the Council.

Henry Kinloch, Esq.,
Office of the President of the Executive Council, Toronto.

No. 32.

Head Master, High School, Newmarket, to the Hon. Provincial Secretary.

NEWMARKET HIGH SCHOOL,
October 2nd, 1872.

To the Honourable Provincial Secretary for Ontario.

Sir,—Would you please to inform me, on behalf of the Board of Examiners, whether, now that the regulations of the Council of Public Instruction for the admission of pupils to High Schools are suspended, the examination for admission can be held at any time fixed upon by the examiners, and also whether the board are at all restricted as to the number of times such examinations may be held during the year, or, in other words, whether they may not hold an examination at any time when a sufficient number of fresh pupils present themselves for examination, as to render it advantageous for the school that they should be admitted.

I have, &c.,

(Signed) WILLIAM R. NASON.

No. 33.

The Hon. Provincial Secretary to the Head Master, High School, Newmarket.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th October, 1872.

Sir,—With reference to your communication of 2nd instant, I have the honour to inform you, in reply, that it is within the legal authority of the Council of Public Instruction to regulate the times for the admission of pupils to the High Schools, and that the Order in Council referred to does not assume to interfere with that authority, except as incidentally involved in the regulation which constituted the Inspector examiner of the pupils. By reference to the Department of Education, you can ascertain what regulations you are subject to in the matter in question.

I have, &c.,

(Signed) PETER GOW,
Provincial Secretary.

William R. Mason, Head Master,
Newmarket High School.

No. 34.

Inspector Mackenzie to the Chief Superintendent of Education.

TORONTO, Dec. 23, 1872.

Sir,—I have the honour to submit the following extracts from my semi-annual reports, under the impression that they may be of service to you in the matter of the High School Inspector's revision of papers and veto in examinations for admission.

I have the honour to be, Sir,
Your obedient servant.
(Signed) J. G. D. MACKENZIE.

The Rev. Egerton Ryerson, D.D., LL.D., &c.

EXTRACTS.

As regards the *parsing*, it may be well to state that for *reading* the "Trial Scene in the Merchant of Venice" was selected, and, for convenience sake, the underlined words in the following—no very difficult test certainly—were given to the juniors recently admitted to the school :—

1. "Give *me* your hand! *Come* you from old Bellario?"
2. "Are you acquainted with the difference *that* holds this present question in the Court?"
3. "*Which* is the Merchant here?"
4. "Shylock is my *name*."
5. "It is *twice* blessed."

Oshawa.—Signal failure in dictation.

Carleton Place.—Twelve admitted; two only, at all satisfactory in spelling. Almost everything in grammar missed.

Arnprior.—Eighteen admitted. I question whether I should have sanctioned the admission of one-half of these. Spelling and parsing both deficient. Dictation amongst the worst I have had. Everything in parsing missed except "give me," given by one, and twice by one. One only could give me the principal parts of "to flow."

Pembroke.—Six admitted, three below 50 per cent in arithmetic, and one in grammar. Dictation very poor. Next to nothing done for me in parsing. One only could give mood and tense of "come," in "Come you," &c. None knew when that is used as a relative. One only could give principal parts of "to flow."

Renfrew.—Six admitted. General failing both in spelling and parsing.

Vankleek Hill.—Fourteen admitted. Inspector not present. Questions prepared by Chairman and Head Master.

Kemptville.—Seventeen admitted; eleven of these were present when I made my inspection. I found these, with two or three exceptions amazingly weak in arithmetic. I required them to give the parsing of the following simple sentence in writing :—"Our earth is a planet of the solar system." Six missed the predicate nominative; one considered "our" a preposition. It was treated in the same way by another.

Iroquois.—Nineteen admitted; sixteen present at inspection. Dictation, with one very creditable exception, quite poor; in several instances indescribably bad.

Ottawa.—The deficiencies of the "entrance" pupils in this case took me much by surprise. Twenty-five were present at the inspection, and were subjected in the first instance to an oral examination in parsing. With the exception of the relative "that" everything was missed except by some two or three. I then tried them with written work, the result being not much more satisfactory. Arithmetic also was weak. So glaring were the deficiencies of these pupils that one of the masters confessed they were the worst of the kind they had ever had. From causes on which I do not feel called upon to enter, and which perhaps I do not fully apprehend, there has sprung up a feeling of positive alienation between the Collegiate Institute and the Public Schools of the City, so that the former is almost wholly cut off from, its natural source of supply, and depends mainly on pupils from private schools. This is a very serious evil, but, I am happy to say, the trustees are sensible of it, and will take steps to rectify it.

Other cases might be cited, showing how very necessary it is that the High School Inspector's veto should be maintained ; but enough, I think, has been quoted to answer the purpose I had in view.

(Signed) J. G. D. MACKENZIE.

No. 35.

Inspector McLellan to the Chief Superintendent of Education.

YORKVILLE, 2nd January, 1873.

SIR,—I have the honour to submit for your consideration the following memoranda concerning the admission of pupils into the High Schools : *Guelph.* Found a class of about 20 in *course* of *training* for the entrance examination by masters, who assumed that "All of them would be admitted on the following day." The *reading* of nearly all these 20, (whom the regular pupils hardly surpassed) was *very bad*, pupils not familiar with common words—pronunciation atrocious ; violence read *voilence* : *torrit*, for torrent ; *genus*, for genius ; *laborisly* for laboriously, &c. In Grammar I gave the "Candidates," "Few and short were the prayers we said." This sentence too difficult ; e. g. "few" a preposition—governs prayers ;" short, a preposition ; do. "were a transitive verb—governs prayers ;" said, "an intransitive verb, passive voice." None of the candidates could pass said ; only 12 of ALL SCHOOL, (50) could solve question in subtraction of fractions ; and *only* 8 could find cost of 5,250 lbs. of coal at $7.50 per ton of 2,000 lbs. You can imagine how much the candidates knew.

Elora.—Trustees rejoice that "checks to entrance removed." 4 candidates for entrance —20 pupils present ; 4 did question in subtraction of mixed fractions, and 5 got "coal" question ? Three "old pupils" One would think that with the 'harsh checks to entrance,' the pupils had not been stringently dealt with in their entrance examinations.

Stratford—22 admitted ; 79 on roll ; about 60 present : only 16 got "coal" question. The entrants did badly : *analysis* and parsing by *whole school* anything but good.

London—72 admitted after my visit ; have not seen the papers—these were already admitted as school pupils, a large number who could not have passed (and cannot pass) a *fair* entrance examination. The City Inspector (virtually manager of the school), Mr. Boyle, sent me a note stating that "the Board of Examiners had admitted 72 pupils out of 78 candidates ;" did not condescend to forward copies of examination papers.

St. Thomas- 15 admitted ; 61 on roll. The examination was better than some others, but much below what it should have been.

Strathroy—19 admitted ; 40 on roll. *Reading* very bad , History do. ; Geography do. ; 8 in *whole school* found difference between $2275\frac{5}{16}$ and $2174\frac{11}{12}$. Judge what the entrants could do. *Grammar* very bad.

Sarnia—Eighty-seven on roll ; thirty-eight admitted—nearly whole of senior public school division. Examination papers fair ; but pupils not up to papers : Query—had the thirty-eight been aided by teachers ? *that has been done.* A year ago there were twenty-eight pupils on roll, now eighty-seven ! Even the "old pupils" did badly : gave exercises in grammar, "and first one universal shriek there rushed louder than the loud, loud ocean, like a crash of echoing thunder, &c." all *failed* in analysis. A large number failed on *universal, first, shriek, there, like.*

Wardsville—Forty-four on roll, eight admitted, not one of whom qualified, twenty-four present ; Reading utterly bad ; only seven got subtraction question and of coal ; Grammar, very poor performance, nearly all failed to parse *first*, (see above) and *all*, (and then *all* was hushed, &c.) "universal" is a noun, third person, singular number, &c. ; "louder" too much for many ; "ocean" noun, objective case, after rose ; "crash" noun, objective case, after rose ; "crash" noun, nominative case, to, was understood, &c.

Oakville—Thirty six on roll; about thirty to be admitted. These were already in High School. Parsing utter failure; "shriek" objective case, governed by one; "universal" a verb, in the possessive case; "first" a preposition, governed by one. Gave "few and short were, &c." too difficult for nearly the whole school—certainly for all the candidates. A more deplorable exhibition of "grammatical" ignorance could not be imagined. Oakville is of course glad that estimate as to admission has been done away. Only three in school got above question in subtraction; seven got "coal."

Mount Pleasant—Forty on roll; twenty-three of whom admitted. Only thirteen in the whole school could do the question in subtraction, and five the coal question? A fair examination would have excluded twenty of the twenty-three.

Grimsby, St. Catharines, Smithville, Beamsville, Niagara—Had some examinations. One question in grammar and one in arithmetic, constituted the whole examination; e.g. add $\frac{2}{3}$, $\frac{4}{7}$, $\frac{3}{5}$, 1. Grimsby had no candidate for admission, probably because not a *Union* School. Beamsville was held in check by its master (Teefy) who is determined to admit none but qualified pupils. Smithville—admitted five, all far below the mark. St. Catharines—admitted forty-seven, and has now one hundred and eighty-eight on roll; about three times as many as it had a year and a half ago.

Dunnville—Thirty-nine on roll; (twenty-three girls) twenty two admitted. Trustees and masters admitted that these were far below the legal standard, but had to have two teachers, and must give them something to do; would soon work the juniors up, &c. The teacher gave "To love our enemies is a command given," "to" a preposition, governs the noun; "to love" an intransitive verbal noun; "command" objective case, governed by is. "We must obey our rulers;" "must obey" intransitive verb, indicative mood, &c. "The boy with long black hair was found in the wood." All entrants failed to parse "boy;" "hair" is a verb, third person, singular, objective case, governed by with. "John runs swiftly" "John" a verb, third person singular, &c., &c. None of these entrants could do the elementary questions above mentioned; many of them could not get through the multiplication table.

Caledonia—Thirty-six on roll; twenty-five admitted. Only seven of whole school got subtraction question. The arithmetic and grammar utterly bad.

The above facts will enable you to form an opinion of the disastrous effects upon the High Schools, which have been the too certain results of the removal of all checks upon the admission of pupils. When it is considered that through the laxity of the old system of admission to the old Grammar Schools, a very large number of totally unqualified pupils were found in the High Schools, even after the new law had been in operation for a year; and that the number of the unqualified has been very largely increased during the present half year, in consequence of the examinations for entrance being free from almost all control by disinterested parties, it can be readily inferred that many of the schools have been so far degraded that it is simply a perversion of language to call them High Schools; and that unless this serious evil be promptly and effectually remedied, we shall soon have a High School system only in name. Some of the school authorities—the masters particularly—have acted nobly. They have refused to take advantage of the powers unhappily placed in their hands, and preferring a high standing for their schools to any merely pecuniary advantages, have exacted a high standard from candidates for entrance. But the general tendency is towards *degradation*. Some of the best masters have informed me that they have resisted, *with great difficulty*, the pressure brought to bear upon them, to admit unqualified pupils in order to increase the numbers, and, as a consequence, the allowance from the public funds. If I may venture to offer any suggestions for the improvement of the High Schools, I should say (1.) Let there be a *uniform* examination for entrance, conducted by an independent examiner, or examiners.

(2.) Two masters for even small schools. Number of masters to be increased when pupils reach a certain number.

(3.) Something more than a name; degree to qualify as head master. Many innocents, fresh from college halls, in charge of High Schools, many with little scholarship, and more with less experience.

I presume but very few of our head masters could take a "First A." under the new law. Let every High School master be required, in addition to his degree, to hold a first-class provincial certificate, or to teach a year (or so), as assistant-master, before he become qualified for a High School mastership. It is insisted that a person shall have a second class provincial certificate to qualify for a first class. Why should not a candidate for High School certificate be required to hold the highest grade of Public School certificate, in order to qualify for the highest educational positions? The subjects generally taught in the High Schools are identical (except a smattering, in most cases, of classics and French,) with those required in the examinations for first provincial certificates, and I unhesitatingly assert that (and my notes will prove it,) a *great majority* of our union grades are not as well qualified to teach these subjects as public school teachers holding "A 1" certificates under the new law; and yet a great many of these men prate about the "indignity" of having Public School inspectors associated with them in the examining boards on terms of perfect equality! A great many of the High Schools of the country would, under the present circumstances, be far better off—more rapidly "worked up"—if under the charge of first class provincial teachers.

(4.) Let the number of High Schools be limited—not too rapidly increased in number. Under present circumstances every little village in the country, even though it has not had the spirit and liberality to keep up a decent Public School, must have its High School. Especially it pays the authors of such "young efforts" to "promote higher education," they are sure of at least $600 a year, and "that will pay the *High School masters*"—i. e., a master to do a low grade Public School work. Hence—

(5.) I would do away with the $400 minimum, or in the classification of schools, let those that fall below a certain *standard* receive no Government aid, and die a deserved death. Or let schools be established according to population. Say one school to every 15,000 or 20,000 inhabitants. *Two good schools* in a county would be of infinitely greater benefit than half-a-dozen poor ones.

(6.) Let *Union Schools* be no more. I am more and more convinced that there should be a total separation of the High and the *Public School.*

(7.) *Collegiate Institutes* now are only High Schools with larger attendance of pupils than in ordinary schools. If continued, there ought to be registrars as to number and qualifications of masters. Imagine St. Catherine's Collegiate Institute, with *four* masters doing High School work (or *College* work) for 188 pupils. As at present constituted, they seem to be not in harmony with our High School system. Many places which have "populous" Union Schools, are ambitious to become Institutes.

(8.) The County Council should be compelled by *law* to carry out its wise design.

I have thus jotted down a few thoughts, which strike me on the instant, without attempting arguments in support of the positions taken, or a full and logical classification of the amendments I would suggest.

I have the honour to be, Sir,
Your very obdt. servant,

(Signed,) J. A. McLELLAN.

The Reverend E. Ryerson, D.D., LL.D., &c., &c.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House copies of all correspondence between the Government, or any member thereof, and the Canada Central Railway Company, or any officer or Agent thereof, relating to the claims of the said Company upon the Province of Ontario for 12000 acres per mile of the Railway of that Company constructed from Carleton Place to Ottawa, a distance of twenty-eight and a half miles. making in all 342,000 acres, with copies of the pleadings and judgments of the Court in the suit of the Canada Central Railway Company against the Queen, to compel the Crown to set apart and grant the said land to the said Company.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 21st January, 1873.

LAND GRANT CANADA CENTRAL RAILWAY, SCHEDULE OF CORRESPONDENCE AND PAPERS.

1872

March 9th.—Letter from Provincial Secretary to President Canada Central Railway Company.

May 25th.—Letter from J. D. Edgar to Provincial Secretary.

" Petition from Canada Central Railway Company.

June 3rd.—Letter from Acting Assistant Secretary Eckart to J. D. Edgar, Esq.

Pleadings and judgment.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 9th March, 1872.

SIR,—With reference to the claim made by the "Canada Central Railway Company" for a land grant, I have the honour to inform you that, in the opinion of the Government, the question that that company suggests may be brought to the test of a judicial decision under the "Act to provide for the institution of suits against the Crown by petition of Right and respecting procedure in Crown Suits," and to request you to consider the propriety of presenting a petition under its provisions.

I have the honour to be, Sir,
Your obedient servant
(Signed) PETER GOW,
Secretary.

J. J. C. Abbott, Esq.,
President, Canada Central Railway Company, Montreal.

CANADA CENTRAL RAILWAY COMPANY,
TORONTO, May 25th, 1872.

SIR,—I have the honour to enclose herewith the petition of Right of the Canada Central Railway Company for certain relief, and beg to request that the same will be submitted to His Excellency the Lieutenant-Governor, for the purpose of obtaining His Excellency's fiat authorizing its presentation.

I have the honour to be, Sir,
Your obedient servant,
J. D. EDGAR,
Solicitor for Canada Central Railway Co.

To the Honourable Peter Gow,
Provincial Secretary.

IN CHANCERY.

To the Queen's Most Excellent Majesty.

CITY OF TORONTO.

The humble Petition of the "Canada Central Railway Company" by their solicitor James David Edgar, of the City of Toronto, in the County of York.

SHEWETH:

1. That prior to the 1st day of July A.D. 1856, the railway companies hereinafter mentioned were incorporated by the Legislature of the late Province of Canada with the respective powers following, that is to say: (1.) the North Shore Railway Company with power to construct a railway from Quebec to Montreal; (2.) the Montreal and Bytown Railway Company with power to construct a railway from Montreal to Ottawa; (3.) the Vaudreuil Railway Company with power to construct a railway from Vaudreuil to Ottawa; (4.) the Bytown and Pembroke with power to construct a railway from Ottawa to Pembroke and (5.) the Brockville and Ottawa Railway Company with power to construct a railway from Brockville to Pembroke by way of Arnprior and Sand Point:

2. That by an Act of the Legislature of Canada passed in the session thereof held in the 19th and 20th years of Your Majesty's reign chaptered 112 and intituled "An Act to provide for and encourage the construction of a railway from Lake Huron to Quebec" and assented to on the 1st day of July A. D. 1856, it was enacted as follows:

Section 1.—The president, directors, and stockholders of the North Shore Railway Company, the Vaudreuil Railway Company, the Montreal and Bytown Railway Company, the Bytown and Pembroke Railway Company and the Brockville and Ottawa Railway Company shall be and are hereby constituted a body politic and corporate by the name of the Lake Huron, Ottawa and Quebec Junction Railway Company, each for the share hereinafter mentioned:

3. That by the said Act it was provided that the Vaudreuil Railway Company should be regarded for the purposes of the Act as having the right to make a railway from Hawkesbury, opposite Grenville, to Ottawa, and the Montreal and Bytown Railway Company as

having the right for the purposes of the Act to make a railway from Montreal to Grenville, and the said companies were allotted parts in the new company proportionate to the length of railway which they were entitled to make, which parts were regulated by the 2nd sub-section of the 3rd section of the said as follows:

Section 3, sub-section 2—dividing the whole capital of the new company into 1000 parts, the number of parts to which each company will be entitled shall be as follows:

	Parts.
The North Shore Railway Company	441
The Montreal and Bytown Railway Co	240
The Vaudreuil Railway Co	71
The Bytown and Pembroke Railway Co	107
The Brockville and Ottawa Railway Co	141
	1000

4. That for the purpose of assisting the company so formed by the said Act, by the 18th section of the said Act it was enacted as follows:

"Section 18.—And in order to aid and encourage the said railway from the River Ottawa to Lake Huron: Be it enacted that 4,000,000 of acres of the ungranted lands of the Crown in the neighbourhood of the line of the said railway, shall be and are hereby set apart for the purposes of this Act: and whenever any portion of the said railway not less than 25 miles in length shall be actually completed in a good substantial manner, equal at least to that in which the Great Western Railway is made, and with stations, rolling stock and other appurtenances sufficient for the proper working of the said railway, then upon the report of some skilled engineer whom the Government shall appoint for the purpose and the approval of such report by the Governor in Council, and upon a similar report (made and approved in like manner) that each of the companies forming the said new company has completed in like manner with proper rolling stock and appurtenances a portion of its railway forming a part of general line and bearing, at least, as great a proportion to the whole length of such part as such company's share in the stock of the new company bears to the whole of the said stock, there shall be granted to the said Lake Huron, Ottawa and Quebec Junction Railway Company by the Governor in Council a portion of the said 4,000,000 of acres of land lying adjacent to the portion of the said railway so completed, and bearing such proportion to the 4,000,000 of acres as the length of the portion of the new company so completed bears to that of the whole of the said railway; and such grant shall be a free grant, and the company shall have full power to alienate the lands so granted and to deal with them in such manner as they may think proper: Providing always that the grants to be so made to the said company, shall be of tracts of land fronting on the said railway, such frontages to be of ten miles each, and alternating with tracts fronting thereon, of the same width and quantity to be reserved as public lands, and dealt with as such."

5. That all the rights and privileges by the said last recited Act conferred upon the Montreal and Bytown Railway Company were, by an Act of the late Province of Canada, passed in the 23rd year of your Majesty's reign, chaptered 108, transferred to the Carillon and Grenville Railway Company.

6. That prior to the 18th day of May A. D. 1861, the corporate franchises, rights, powers and privileges of the Bytown and Pembroke Railway Company had, under the provisions of its Act of incorporation, lapsed and become extinct.

7. That it was found impracticable to organize the company intended to be constituted by the hereinbefore mentioned Act passed in the 19th and 20th years of your Majesty's reign; and several years thereafter a number of persons associated themselves together for the formation of a company which might be enabled to accomplish the objects of the said last mentioned Act, under a more feasible arrangement; and upon their petition an Act was passed in the 24th year of your Majesty's reign, chaptered 80, assented to May 18th A. D. 1861, and intituled, " An Act to incorporate the Canada Central Railway Company, and to amend the Act intituled, " An Act to provide for and encourage the construction of a railway from Lake Huron to Quebec."

8. That by the said last named Act, your petitioners were incorporated, with power " to lay out, construct, and finish a double or single track of railway from some point on Lake

Huron, as might be found best adapted to the purpose, to the City of Ottawa, by way of Pembroke and Arnprior," with certain powers of extension to Montreal.

9. That in addition to the said powers to construct the said railway, your Petitioners received large additional privileges that had theretofore belonged to the said "Lake Huron, Ottawa, and Quebec Junction Railway Company," and by the 2nd section of the said Act 24th Victoria, chapter 80, it is enacted as follows:

"Section 2,—The 1st, 2nd, 3rd and 11th sections of the said Act cited in the preamble of this Act (19 and 20 Vic. cap. 112) in so far as they are inconsistent with the provisions of this Act, and so much of any other section thereof, or of any other Act as is inconsistent with this Act, are hereby repeated; and the said Canada Central Railway Company is hereby declared to be in the place and stead of the companies therein named, except as regards the Brockville and Ottawa Railway Company, Carillon and Grenville Railway Company, and the North Shore Railway Company therein named, which last mentioned companies, together with the Canada Central Railway Company shall hereafter be entitled to all the benefits, franchises, and privileges granted by the above cited Act, except in so far as they are by this Act altered; and all the remaining clauses and provisions of the said cited Act, not inconsistent with this Act, shall be the same as if incorporated herewith; provided always, that in conformity with the Act 23rd Victoria, chapter 108, whenever the Bytown and Montreal Railway Company is mentioned in the said Act, the provisions referring thereto shall be held to apply to the Carillon and Grenville Railway Company: provided, also, that the North Shore Railway Company, mentioned in this Act, means the North Shore Railway Company and St. Maurice Navigation and Land Company."

10. That in order to re-adjust the appropriation of the land grant of 4,000,000 of acres made under the hereinbefore firstly mentioned Act, it was enacted by the 6th section of the Act 24th Victoria, chapter 80, as follows:

"Section 6,—And for the better adjustment of the proportions of the said several companies in the lands appropriated and set apart in aid of the said lines of railway by the Act cited in the preamble of this Act, it is hereby enacted that they shall be regulated as follows, to wit:—Setting apart, in aid of the North Shore Railway Company, three-tenths thereof, and dividing the remainder thereof into as many parts as there are miles in the distance between Montreal and the extreme north-western terminus, which could be reached by the main line of any of the five companies mentioned, in the 2nd sub section of the 3rd section of the said Act, under their respective Acts of incorporation, namely, the Village of Pembroke, and appropriating one such part thereof to each and every mile of such distance in aid of the construction thereof; provided always, that the powers of the said North Shore Railway Company, the Brockville and Ottawa Railway Company, and the Carillon and Grenville Railway Company, in respect of the portions of the said line of railway, which they are empowered to construct by their respective Acts of incorporation and by the Acts in amendment thereof, shall not be abridged by the provisions hereof, except in so far as they are abridged by the proviso in the 4th clause of this Act; and provided also, that in the computation of the said distance the line of railway contemplated by the Act cited in the preamble to this Act, shall be followed as nearly as may be in conformity with the 3rd clause thereof, but without reference to the parts therein established, except that the distance between Vaudreuil and Hawkesbury shall also be computed as part of said distance, and that no portion of the Grand Trunk Railway of which any of the said companies shall avail themselves to reach Montreal shall be held to form a portion of the distance for which said company shall be entitled to aid under such Act; provided always, that if within five years from the passing hereof, the Brockville and Ottawa Railway Company shall proceed with and complete the construction of the portion of the said railway lying between Arnprior and Pembroke, they shall be entitled to all the privileges in respect to the said appropriation to which the said Canada Central Railway Company would be entitled under the provisions of this Act, on constructing the said portion of the said railway; and provided, also, that in the event of the Canada Central Railway Company failing to construct the said portion of the said railway between the City of Ottawa and Vaudreuil, or any part thereof, within five years of the passing hereof, the Vaudreuil Railway Company, under its Act of incorporation, which shall continue to be in force, shall have the right to construct the same, and thereupon shall have all the privileges hereby conferred upon the Canada Central Railway Company, in respect of the said portion thereof."

11. Your petitioners most respectfully submit that the effect of the lastly mentioned

Act was to set apart a three-tenths portion of the said land grant of 4,000,000 of acres, as applicable to the North Shore Railway, and to divide the residue, or seven-tenths of the said area, amongst the said other railway companies, at a rate per mile proportioned to the distance between Montreal and Pembroke, added to the distance between Vaudreuil and Hawkesbury, which rate or proportion is equal to about 12,000 acres per mile of the said distances; and for the distance between Arnprior and Pembroke, the exclusive right to construct the line of railway was, by the said Act, allotted to the Brockville and Ottawa Railway Company; and for the distance between Hawkesbury and Ottawa to the Vaudreuil Railway Company; and for the distance between Grenville and Montreal, to the Carillon and Grenville Railway Company, and the rights of these companies as to these portions of the said contemplated railway were, by the said Act and other Acts, preserved to them respectively.

12. That consequently, of the whole distance between Montreal and Pembroke, in respect of which the said grant of land was so made, the only portion which your petitioners were called upon to construct in the first instance, was that between Ottawa and a point of junction with the Brockville and Ottawa Railway, at Arnprior.

13. That by the 24th section of the said lastly mentioned Act, it is enacted as follows:—

"Section 24.—It shall not be necessary, previous to the railway companies having a right to share in the said land appropriation, in virtue of this Act, or any one or more of them, being entitled to have their respective proportions of the said lands, that any other railway, or portion of railway, should be made by any other company; but on the contrary, so soon as any portion of any of the said railways, not less than twenty miles in length, shall be actually completed in a good and permanent manner, with stations, rolling stock and other appurtenances sufficient for the proper working of such portions of such railway, then and thereafter, from time to time, upon the completion of similar portions thereof, or of any other of the said railways, upon the report of the Inspector of Railways for the time being, the company which shall have constructed the same shall be entitled to a corresponding proportion of such grant of land as they would be entitled to under the said Act, 19th and 20th Victoria, chapter 112, as amended by this Act, in the event of each of the companies forming the Lake Huron and Quebec Railway Company complying with the conditions precedent to such grant, provided for by the Act incorporating the said last mentioned company; and if no ungranted lands of the Crown front on the said railway then such grant of lands may be made from the vacant lands of the Crown lying within the watershed of the Ottawa River."

14. That by an Act passed by the Legislature of the said Province of Canada, intituled, "An Act to extend the time for the completion of the Canada Central Railway," and assented to on the 18th September, 1865, it was enacted as follows:—

"Section 1.—The time for the commencement of the railway which the company is authorized by its charter to construct, is extended for the period of three years from the passing of this Act, and the period for the completion of the said railway is extended for the period of five years from the passing of this Act, and the said company, during the said period, shall have and enjoy, exercise and enforce, all the rights, powers, claims, franchises and privileges heretofore granted to, or conferred on, or held, possessed or enjoyed by the said railway company, by, under, or by virtue of the Act relating to the said railway company, or any Acts in any way affecting the same: Provided always, that nothing herein contained shall infringe upon, or in anywise vary or diminish the rights of the Vaudreuil Railway Company, under the provisions of section 6 of the Act, 24th Victoria, chapter 80, incorporating the Canada Central Railway Company.

15. That on the 26th day of April, A.D. 1868, the sum of $800,000 had been *bona fide* subscribed in the capital stock of the said Canada Central Railway Company, and 5 per centum thereupon was duly paid into one of the chartered banks of Canada, and the said company became, and was thereafter, and on the 28th day of May, A.D. 1868, duly organized in conformity with the said Act of Incorporation.

16. That the Brockville and Ottawa Railway Company had theretofore constructed its line of railway to Arnprior and Sand Point, and your petitioners determined to prosecute the works which they were authorized to undertake, so as to secure the contemplated railway connection between Ottawa and Pembroke, and for that purpose to construct a railway between Ottawa and a point on the Brockville and Ottawa Railway, intending thereafter to

construct, as they are now constructing, a railway from Sand Point to Pembroke; and it was found most advantageous, in the interest of your petitioners and the public, to arrange for the construction of the line from Ottawa by taking Carleton Place, on the Brockville and Ottawa Railway as the point of junction, and thence over the said railway to run your petitioners' trains to Arnprior and towards Pembroke; and that point was adopted by your petitioners accordingly.

17. That on the 15th day of August, 1866, an Act was passed by the Legislature of the said Province of Canada, whereby it was enacted as follows:—

"For the removal of doubts it is hereby ordained and enacted, that provided the railway which the company is authorized to construct, touches at the points mentioned in the said Acts, the company is authorized to locate the line of the said railway in the manner most advantageous to its interests; provided always that the line so located shall not, between Ottawa and Pembroke, diverge more than twenty-five miles from the Ottawa River; and provided also, that the line of railway from Vaudreuil to Ottawa shall be as enacted by the Act incorporating the Vaudreuil Railway Company.

18. That the line of your petitioners, so located between Ottawa and Carleton Place, does not diverge 25 miles from the Ottawa River; your petitioners therefore submit and insist that the said line so located was and is, within the limits in respect of which the Canada Central Railway Company was authorized to construct its line of railway, by virtue of the hereinbefore mentioned Acts, and in respect of which the company became entitled to claim the benefit of the said land grant.

19. That thereafter your petitioners proceeded with the construction of their said line of railway from Ottawa to Carleton Place, and on the 14th day of September, A.D 1870, they had completed the said section, being 28½ miles in length, in a good and permanent manner, with sidings, railway stock, and other appurtenances sufficient for the proper working thereof and did on the same day open the said railway in due form, after having obtained the favourable report of the Inspector of Railways, and also the authority of the Board of Commissioners of Railways, for opening the same after due examination and survey.

20. That your petitioners have leased the line of the Brockville and Ottawa Railway from Carleton Place to Sand Point for 999 years, and are now working the said line under such lease, as a part of their railway, whereby they now possess a continuous line from Ottawa to Renfrew, on the route to Pembroke.

21. That since the said 14th day of September, 1870, the said railway has continued to be and is now efficiently worked, and has proved to be of great advantage to the country, and especially to the people inhabiting the Ottawa Valley, west of Ottawa City, its construction having placed the said city in direct communication by railway with Sand Point, a distance of about 50 miles by the nearest practicable route *via* Arnprior, and an actual distance *via* Arnprior, by the said railway, of 58½ miles; and this will more fully appear by the map and plan hereto annexed; and the communication thence by your petitioners' railway will shortly be completed to Pembroke, the line being now actually constructed to Renfrew, and under contract for construction from Renfrew to Pembroke.

22. That your petitioners, upon the faith, credit and pledge of the appropriation of the said lands, by the hereinbefore mentioned Acts in aid of the construction of the said lines of railway, were enabled to obtain, and did obtain, the necessary means for the construction and completion of their said line of railway from Ottawa to Carleton Place; and your petitioners submit and humbly insist, that the railway so constructed by them between Ottawa and Carleton Place is a section of the Canada Central Railway within the meaning of the said Acts, in respect of the construction of which they are entitled to the grant of land provided for by the said Acts.

23. Under and by virtue of the British North America Act, 1867, section 109, the Crown lands situate in the Province of Ontario are vested in your Majesty for the benefit of the said Province subject to any trusts existing in respect thereof, and to any interest other than that of the Province in the same.

24. That by the said Act, 19th and 20th Victoria, chapter 112, section 18, it is enacted that the portion of the said grant of 4,000,000 acres of land to be given to any completed portions of the line of the Lake Huron, Ottawa and Quebec Junction Railway Company, shall be of land adjacent to the portion of the railway so completed, and also that the grants so to be made to the said company, shall be of tracts of land fronting on the said railway;

and in case there may not be sufficient Crown lands adjacent to any completed portions of the said line of railway, it is enacted by the 24th section of the said Act 24th Victoria, chapter 80, as follows:—"And if no ungranted lands of the Crown front on the said railway, then such grant of lands may be made from the vacant lands of the Crown, lying within the watershed of the Ottawa River."

25. Your petitioners most humbly submit that the Crown Lands of the Province of Ontario, adjacent to the portion of the line of your petitioners' railway so completed as aforesaid and otherwise a sufficient additional quantity of the said Crown lands lying within the watershed of the Ottawa River, in the said Province are subject to a charge and direct trust in favour of your petitioners. And, in respect of the said proportion, they claim to be justly entitled to share in the said original grant of 4,000,000 of acres."

26. That your petitioners further submit and humbly insist that the public lands of the Province of Ontario passed to it under the British North America Act, charged with, and subject to the obligations which had been entered into by the Legislature of the late Province of Canada, in respect of such lands, and that the Province of Ontario is bound to fulfil such obligations, in respect of the construction of the said section of your petitioners' said railway.

Your suppliants therefore humbly pray:

1. That it may be declared that the aforesaid line of railway, from Ottawa to Carleton Place, forms a portion of the line of the Canada Central Railway, authorized to be constructed by the aforesaid Acts of Parliament.

2. That it may be declared that the said railway company has so constructed the said portion of its line of railway as to be entitled, and that the said company is entitled, to the said proportion of the said grant of land, in respect of the construction of its said line of railway from Ottawa to Carleton Place.

3. That the ungranted land of the Crown in the Province of Ontario may be declared to be subject to a trust in favour of the said company, in respect of the said proportion of Crown lands to which the said company is entitled, and

4. That it may be decreed that the said grant be made to the said company, out of the ungranted lands of the Crown, lying within the watershed of the Ottawa River, and

5. That, for these purposes all proper inquiries may be made and directions given, and

6. That your suppliants may have such further and other relief in the premises as may appear just.

(Signed,) J. D. EDGAR
Solicitor for the Canada Central Railway Company

Dated the 25th day of May, A. D. 1872.

IN CHANCERY.

In the matter of the Petition of Right of the Canada Central Railway Company.

The answer of the Honourable Adam Crooks, Her Majesty's Attorney-General for Ontario, on behalf of Her Majesty, to the said petition.

In answer to the said petition, I, the Honourable Adam Crooks, Her Majesty's Attorney-General for Ontario, on behalf of Her Majesty, say as follows:—

1. I admit the statute referred to in the said petition, and crave leave to refer to the said Acts at large for greater certainty, at the hearing of this cause.

2. I do not admit the facts alleged in the said petition, and put petitioners to such proof thereof as they may be advised.

3. By the Act of the Imperial Parliament of Great Britain and Ireland, known as the British North America Act, a portion of the lands referred to in the said petition were vested in Her Majesty for the uses of the Province of Ontario, and the residue thereof were vested in Her Majesty for the uses of the Province of Quebec; and I submit for the judgment of this Honourable Court, whether the said lands so vested in Her Majesty for the public uses of this Province were, and are, subject to the said alleged claims of the petitioners.

4. I charge, on behalf of Her Majesty, that the petitioners have failed to comply with the conditions upon which alone, by the terms of the said Acts, they were to become entitled to a share or proportion of the said lands, in this, that the petitioners failed to commence or complete the said railway within the times limited for those purposes respectively, by the several Acts passed before the said lands became vested in Her Majesty for the uses of the Province of Ontario.

5 The Acts of the Parliament of the Dominion of Canada referred to could not, and did not, in fact, save or preserve to the petitioners the right to a share of the said lands, beyond the times limited in and by the Acts of the late Province of Canada, but on the contrary expressly declared that it was not intended so to do.

6. I further submit, on behalf of Her Majesty, whether the portion of the line of railway alleged to be completed by the petitioners, is, or ought to be, regarded as in fact a part of the line of railway intended by the Legislature to be aided by the grant of the said lands, and whether for this reason the petitioners are entitled to any part thereof.

7. I further submit on behalf of Her Majesty, that the said petitioners in their said petition, have not made or stated any case entitling them to any relief in this Honourable Court and in behalf of Her Majesty I pray the same relief as if I had demurred to the said petition; and pray that the same may be dismissed, with costs.

(Signed,) ADAM CROOKS,
Attorney-General.

IN CHANCERY.

In the matter of the Petition of Right of the Canada Central Railway Company.

The petitioners join issue with the answer of the Honourable Adam Crooks, Her Majesty's Attorney General for Ontario, on behalf of Her Majesty, and crave leave to be permitted to prove the allegations contained in their petition in this matter.

JAMES D. EDGAR,
Solicitor for Petitioners.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 3rd June, 1872.

SIR,—I have the honour to transmit herewith a petition of Right in the matter of the Canada Central Railway Company, with the Lieutenant-Governor's fiat, that right be done, endorsed thereon.

I have the honour to be,
Sir,
Your obedient servant,
I. R. ECKART,
Acting Assistant Secretary.

J. D. Edgar, Esq., Solicitor, etc.,
Toronto.

IN CHANCERY.

In the matter of the petition of Right of the Canada Central Railway Company.

Evidence taken *viva voce* in open court before Vice-Chancellor STRONG, at the City of Toronto, on Friday the 20th day of September, A. D. 1872.

John J. C. Abbott—I am President of the Canada Central Railway Company. I have been so since October, 1870. I was acquainted with the affairs of the Company since its first commencement; was legal adviser of stockholders in England, and took a leading part in all the negociations in this country; money was raised in England for the purposes of the undertaking, and the grant of land from the Government formed the chief inducement to English shareholders to take stock in the company.

Cross-examined—The money was promised by the English shareholders as early as 1868, and was furnished as the work progressed. During the whole course of the negociations with the English people the land grant was the chief inducement held out to the English capitalists to take stock and supply funds. The work was begun about 18th August, 1868; the company having been organized in April or May, 1868; stock was subscribed for in April.

J. J. C. ABBOTT.

David Starke—I am Engineer of the Canada Central Railway. The plan "G" shews the position of the railway as respects the River Ottawa; no part of the line between the City of Ottawa and Carleton Place is distant as much as 25 miles from the Ottawa river. Carleton Place is just 24 miles from the river, by the line of the Brockville and Ottawa Railway, and is distant from the City of Ottawa, 28½ miles. Plan "G" is drawn according to a scale.

D. STARKE.

Thomas Devine—I am a surveyor, and caused the map "A" to be prepared; it is correct according to the records in the Crown Lands Department. I also caused map "H" to be prepared according to the scale of 4 miles to an inch. It shews the location of the line of the Canada Central from Ottawa to Carleton Place, also, the position of the river Ottawa.

Cross-examined—Between Ottawa City and Arnprior there is no part of the river that is more than 25 miles distant from Carleton Place. If Carleton Place were taken as a centre, the radius of 25 miles would touch all parts of the river.

THOMAS DEVINE.

John J. C. Abbott, (re-called)—I made enquiries of engineers who had been over that part of the country, as to the shortest practicable route from Arnprior to Ottawa, and from their information I ascertained that the shortest practicable route would have been only nine miles shorter than the route now in use. The distance by the present route is 52 miles, and we calculated that the very shortest practicable route would have been 43 miles.

Cross-examined—The line has been graded from Sand Point to Renfrew, and rails are now being laid. The intervening space from Carleton Place to Sand Point has been leased in perpetuity from the Brockville and Ottawa Railway. From Renfrew to Pembroke the survey has been made, the line located, plans deposited, and a quantity of ties procured. Beyond Pembroke nothing has been done. To Pembroke the line is under contract from Renfrew. The company intend proceeding beyond Pembroke to Lake Huron as soon as possible. The point of contact with Lake Huron has not been decided upon yet. The nearest point from Pembroke to Lake Huron is, I think, between 130 and 140 miles. The road was actually opened for traffic from Carleton Place to Ottawa, on the 16th September, 1870, and has continued open ever since;—this has been without any intermission—for the general use of the public.

J. J. C. ABBOTT.

The Canada Central Railway Company v. the Queen.

STRONG V. C.

This is a proceeding in the nature of a petition of right, instituted in this court, and addressed to Her Majesty the Queen, pursuant to the Statute of this Province, passed during the last session of the Legislature, and intituled "The Petition of Right and Crown Procedure Act of 1872."

The petition seeks a declaration that the suppliants are entitled to receive from the Executive Government of this Province a grant of lands, to which they claim title, under certain statutory provisions, which I will proceed to state.

On and prior to the 1st of July, 1856, there existed five distinct railway companies, each incorporated by Act of the Legislature of the late Province of Canada, and being respectively authorized to construct the following lines of railway, namely:—The North Shore Railway Company, a line from Quebec to Montreal; the Montreal and Bytown Railway Company, from Montreal to Ottawa; the Vaudreuil Railway Company, from Vaudreuil to the City of Ottawa; the Brockville and Ottawa Company, from Brockville to Arnprior, and thence to Pembroke; and the Bytown and Pembroke Company, from the City of Ottawa to Pembroke.

On the 1st of July 1856, there was passed nineteen and twenty Vic., cap. one hundred and twelve, intituled "An Act to provide for and encourage the construction of a railway from Lake Huron to Quebec."

The preamble of this Act is in these words: "Whereas it is of the utmost importance to the general interests of this Province that a main line of railway communication should be opened from Lake Huron to the Ottawa, and thence to Quebec, in the most direct line. And whereas the opening of such line from Arnprior, or some place between Arnprior and Pembroke, on the River Ottawa, to such point on Lake Huron as may be found best adapted for the purpose, would secure for the said main line so large a proportion of the travel and traffic of the Great West, as to ensure the success of the remainder of the line from the River Ottawa to Quebec, while it would also open for settlement a most valuable tract of country, now unimproved and waste, and it is therefore expedient to grant special encouragement and aid to the construction of such railway as aforesaid." The important enactments of this Statute were as follows:—

Section 1. "The presidents, directors and stockholders of the North Shore Railway Company, the Vaudreuil Railway Company, the Montreal and Bytown Railway, the Bytown and Pembroke Railway Company and the Brockville and Ottawa Railway Company shall be, and are hereby constituted a body politic and corporate, by the name of the Lake Huron, Ottawa and Quebec Junction Railway Company, each for the share therein mentioned."

Section 2. "The Montreal and Bytown Railway Company and the Vaudreuil Railway Company shall be entitled each to make half the railway from opposite Grenville to the City of Ottawa, dividing such railway between them; the Montreal and Bytown Railway Company taking the half nearest to Grenville, but with powers to the directors of the two companies to agree that the road shall be made and worked by the companies in common upon such terms and conditions as shall be made in such agreement."

Section 3. "Each of the said companies shall have a share in the company hereby constituted, and hereinafter also called the New Company, proportionate to the length of so much of its own railway, as forms part of the general line from the Upper Ottawa to Quebec, but inasmuch as the distance from Montreal to Bytown ought only to be reckoned once in establishing such proportion; therefore (1), The Montreal and Bytown Railway Company and the Vaudreuil Railway Company shall only be entitled together to a share in the New Company, proportionate to the whole distance from Montreal to the City of Ottawa, and inasmuch as the last-named company has renounced any share in the capital of the New Company, founded on that part of its line between Vaudreuil to some point in the Township of Hawkesbury, opposite Grenville; therefore, (2), Dividing the whole capital of the New Company into one thousand parts, the number of parts to which each company will be entitled shall be as follows:—The North Shore Company, 141 parts; the Montreal and Bytown Railway Company, 240 parts; the Vaudreuil Company, 71 parts; the Bytown and Pembroke Company, 107 parts; the Brockville and Ottawa Company, 141 parts."

Section 5. "The Company hereby incorporated, and their servants and agents, shall have full power under this Act, to lay out, construct and complete a railway connection between the River Ottawa at Arnprior, or some place between Arnprior and Pembroke, and the waters of Lake Huron at such point as may seem to the company best adapted to attain the objects mentioned in the preamble, with full power to pass over any portion of the country between the points aforesaid, and to carry the said railway through the Crown lands lying between the same."

Section 11. "Whenever the whole capital of the said companies shall have been subscribed, including the amount required to pay the share of each of them in the New Company, and ten per cent. of the whole shall have been paid up and deposited in some chartered bank or banks, for the purposes of this Act and of the Special Acts of the said companies, and secured to be applied to such purposes only to the satisfaction of the Governor in Council, then and not before the said company may commence the said railway and the works therewith connected, and shall go into full operation in all respects: Provided always that the survey for the said railway may be commenced and made by the said New Company at any time after the passing of this Act."

Section 18.—" And in order to aid and encourage the said railway from the River Ottawa to Lake Huron, be it enacted that four millions of acres of the ungranted lands of the Crown, in the neighbourhood of the line of the said railway, shall be and are hereby set apart for the purposes of this Act, and whenever any portion of the said railway, not less than twenty five miles in length, shall be actually completed, in a good and permanent manner, equal, at least, to that in which the Great Western Railway is made, and with stations, rolling stock and other appurtenances sufficient for the proper working of the said railway; then, upon the report of some skilled engineer, whom the Governor shall appoint for the purpose, and the approval of such report by the Governor in Council, and upon a similar report (made and approved in like manner), that each of the companies, forming the new company, has completed, in like manner, with proper rolling stock and appurtenances, a portion of its railway, forming part of the general line, and bearing at least as great a proportion to the whole length of such part as such company's share in the stock of the New Company bears to the whole of the stock; then there shall be granted to the said Lake Huron, Ottawa and Quebec Junction Railway Company by the Governor in Council, a portion of the said 4,000,000 acres of land, lying adjacent to the portion of the said railway so completed, and bearing such proportion to the 4,000,000 acres, as the length of the portion of the railway of the said New Company so completed, bears to that of the whole of the said railway, and such grant shall be a free grant, and the company shall have full power to alienate the lands so granted, and to deal with them in such manner as they may think proper: Provided always that the grants to be so made to the said company shall be of tracts of land fronting on the said railway, such frontage to be of ten miles each, and alternating with tracts fronting thereon of the same width and quantity, to be reserved as public land, and dealt with as such.

Section 20. "The said railway from the Ottawa to Lake Huron shall be commenced, and twenty miles thereof completed within three years, and the whole line completed within seven years from the passing of this Act; otherwise the powers and privileges hereby granted shall cease: Provided always that if within the three years aforesaid the said Montreal and Bytown Railway Company shall not have raised their share of the funds for the funds for the purpose of the company incorporated by this Act, and commenced their share of the said road from the Ottawa to Lake Huron, it shall in that case be lawful for the said Vaudreuil Railway Company to take and complete alone the said share, and the said company shall then be entitled to the proportion of the said lands, forming the share coming to the said Montreal and Bytown Railway Company, for that part of the road which lies between Hawkesbury and the City of Ottawa."

It is to be observed that this Act of 1856, whilst it consolidated the five railway companies mentioned in it into a single company, did not nevertheless merge the separate franchises of these companies, but left them subsisting as independent corporations.

Nothing was done under this Act, and the powers of the Montreal and Bytown Company having been transferred to the Carillon and Grenville Company, and the corporate franchises of the Bytown and Pembroke Company having lapsed on the 18th of May, 1861, another Act was passed (24 Vic., cap. 80), which by the first section incorporated certain persons named therein, together with all such other persons, corporations and municipalities as should become shareholders in the company by the name of the Canada Central Railway Company, the corporate name by which the suppliants sue. The other important sections of this last Act (24 Vic., c. 80), the 2nd, 4th, 6th, 22nd and 24th, which are as follows:—

Section 2. "The first, second, third and eleventh sections of the said Act 19 and 20 Vic., c. 112, in so far as they are inconsistent with the provisions of this Act, and so much of any other section thereof or of any other Act as is inconsistent with this Act are hereby repealed, and the said Canada Central Railway Company is hereby declared to be in the place and stead of the companies therein named, except as regards the Brockville and Ottawa Railway Company, the Carillon and Grenville Railway Company, and the North Shore Railway Company therein named, which last mentioned companies, together with the Canada Central Railway Company, shall hereafter be entitled to all the benefits, franchises and privileges granted by the above cited Act, except in so far as they are by this Act altered, and all the remaining clauses and provisions of the said recited Act not inconsistent with this Act shall be the same as if incorporated herewith: Provided always that in conformity with the Act 23 Vic., cap. 108, whenever the Montreal and Bytown Railway Company is mentioned in the said Act, the provisions referring thereto shall be held to apply to the Carillon and Gren ville Railway Company, provided also that the North Shore Railway Company mentioned in this Act means the North Shore Railway Company and St. Maurice Navigation and Land Company."

Section 4. "The company may lay out, construct and finish a double or single track of railway from such point on Lake Huron as may be found best adapted for the purpose to the City of Ottawa and from the City of Ottawa to the City of Montreal: Provided always that without the consent of the directors of the said Canada Central Railway Company, the Carillon and Grenville Railway Company shall not have the power to construct the section of the said railway between Hawkesbury and Ottawa until the expiration of three years from the passing of this Act, nor afterwards, if the Canada Central Railway Company shall have commenced, and shall proceed with the construction thereof."

Section 6. "And for the better adjustment of the proportions of the said several companies in the lands appropriated and set apart in aid of the said lines of railway by the Act cited in the preamble of this Act, it is hereby enacted that they shall be regulated as follows to wit: setting apart in aid of the said North Shore Railway Company three-tenth thereof, and dividing the remainder thereof into as many parts as there are miles in the distance between Montreal and the extreme north western terminus, which could be reached by the main line of any of the five companies mentioned in the second sub-section of the 3rd section of the said Act, under their respective Acts of incorporation, namely: the Village of Pembroke, and appropriating one such part thereof to each, and every mile of such distance in aid of the construction thereof: Provided always, that the powers of the said North Shore Railway Company, the Brockville and Ottawa Railway Company, and of the Carillon and Grenville Railway Company, in respect of the portions of the said line of railway which they are empowered to construct by their respective Acts of incorporation, and by the Acts in amendment thereof, shall not be abridged by the provisions hereof, except in so far as they are abridged by the proviso in the fourth clause of this Act; and provided also, that in the compulation of the said distance, the line of railway contemplated by the Act cited in the preamble to this Act, shall be followed as nearly as may be in conformity with the third clause thereof, but without reference to the parts therein established, except that the distance between Vaudreuil and Hawkesbury, shall also be exempted as part of the said distance, and that no portion of the Grand Trunk Railway of which any of the said companies shall avail themselves to reach Montreal, shall be held to form a portion of the distance for which said company shall be entitled to aid under this Act: Provided always, that if within five years from the passing hereof, the Brockville and Ottawa Railway Company shall proceed with and complete the construction of the portion of the said railway lying between Arnprior and Pembroke, they shall be entitled to all the privileges in respect of the said appropriation which the said Canada Central Railway Company would be entitled to under the provisions of this Act, in constructing the said portion of the said railway: and provided also, that in the event of the Canada Central Railway Company failing to construct the said portion of the said railway between the City of Ottawa and Vaudreuil, or any part thereof within five years from the passing hereof, the Vaudreuil Railway Company under its Act of incorporation which shall continue to be in force, shall have the right to construct the same, and thereupon shall have all the privileges hereby conferred upon the Canada Central Railway Company in respect of the said portion thereof."

Section 22. "The company may enter into any agreement with the North Shore Railway Company, The Grand Trunk Railway Company, or any other railway company whose line of operations may in any wise connect with the line of route of the company for the leasing of their railway or any part thereof, to such other company or for the using of the whole or any part of the railway or of the railway of such other company in common by the two companies or generally may make any agreement or agreements with such other company touching the use by one or other or both of such companies of the railway, or movable property of either or both, or of any part thereof, or touching any service to be rendered by the one company to the other, and the compensation therefor; but no such agreement as aforesaid shall be valid and binding for more than one year from the date thereof, unless in the course of such year it be ratified by the shareholders of the company duly assembled at a general meeting thereof."

Section 24. Which is of all these enactments, by far the most important in its bearings on the questions in the cause is as follows:—"It shall not be necessary previous to the railway companies having a right to a share in the said land appropriation in virtue of this Act, or any one or more of them being entitled to have their respective proportions of the said lands that any other railway or portion of railway should be made by any other company, but on the contrary so soon as any portion of any of the said railways, not less than twenty miles in length shall be actually completed, in a good and permanent manner with stations, rolling stock, and other appurtenances, sufficient for the proper working of such portion of such railway, then and thereafter, from time to time, upon the completion of similar portions thereof, or of any other of the said railways, upon the report of the Inspector of Railways for the time being, the company which shall have constructed the same shall be entitled to a corresponding proportion of such grant of lands as they would be entitled to under the said Act, 19 and 20 Vict., 112, as amended by this Act, in the event of each of the companies forming the Lake Huron and Quebec Railway Company, complying with the conditions precedent to such grant provided for by this Act, incorporating the said last mentioned company, and if no ungranted lands of the Crown front on the said railway, then such grant of lands may be made from the vacant lands of the Crown lying within the watershed of the Ottawa River."

Subsequently on the 18th of September, 1865, another Act was passed (29 Vic., cap. 80), which after reciting that the Canada Central Railway Company had prayed for an extension of the time limited to them for the completion of the said railway, and that it was expedient to grant their prayer enacted as follows :—"The time for the commencement of the railway which the company is authorized by its charter to construct is extended for the period of three years from the passing of this Act, and the period for the completion of the said railway is extended for the period of five years from the passing of this Act, and the said company during the said period, shall, and may have, enjoy, exercise and enforce all the rights, powers, claims, franchises and privileges heretofore granted to or conferred on or held, possessed or enjoyed by the said railway company, by, under or by virtue of the Act relating to the said railway company, or any Acts in any wise affecting the same: Provided always, that nothing herein contained, shall infringe upon or in any wise vary or diminish the rights of the Vaudreuil Railway Company, under the provisions of Section six of the Act 24 Vic., cap. 80, incorporating the Canada Central Railway Company."

On the same day another Act was passed (29 Vict., cap. 83), enlarging the time for the completion by the Brockville and Ottawa Railway Company of the portion of the line between Arnprior and Pembroke for five years. No time being in this last Act fixed for the commencement of the work, and the words used being the same as those of the 29 Vict., cap. 80, which have been already set out in full.

The last enactment to which I have to refer is that of 29 and 30 Vic., cap. 94, which is this: "For the removal of doubts it is enacted that provided the railway which the company is authorised to construct touches at the points mentioned in the said Acts, the company is authorized to locate the line of the said railway in the manner most advantageous for its interests ; Provided always that the line so located shall not between Ottawa and Pembroke, diverge more than 25 miles from the Ottawa River, and provided also that the line of the railway from Vaudreuil to Ottawa shall be as enacted by the Act incorporating the Vaudreuil Railway Company.

The material allegations of the petition are as follows;—That on the 26th of April, 1868, $800,000 had been *bona fide* subscribed in the capital stock of the Canada Central Railway Company, and 5 per cent. thereupon was duly paid into one of the chartered banks, and the company became and was thereafter, and on the 28th May, 1868, duly organized. That the Brockville and Ottawa Railway Company had theretofore constructed its line of railway to Arnprior and Sand Point, and the suppliants determined to prosecute the works which they were authorized to undertake, so as to secure the contemplated railway connection between Ottawa and Pembroke, and for that purpose to construct a railway from Ottawa to Pembroke, intending thereafter to construct, as they are now constructing, a railway from Sand Point to Pembroke, and it was found most advantageous in the interests of the suppliants and the public to arrange for the construction of the line from Ottawa by taking Carleton Place on the Brockville and Ottawa Railway as the point of junction, and thence over the said railway to run trains to Arnprior and towards Pembroke, and that point was adopted accordingly.

That the suppliants proceeded with the construction of their railway from Ottawa to Carleton Place, and on the 14th of September, 1870, they had completed the said section, being 28½ miles in length, in a good and permanent manner, with sidings, railway stock, and other appurtenances sufficient for proper working, and that they did on that day open the railway, after having obtained the favourable report of the Inspector of Railways, and also the authority of the Board of Commissioners of Railways for opening the same after due examination and survey.

That the line so constructed does not diverge 25 miles from the River Ottawa.

That the suppliants have leased the line of the Brockville and Ottawa Railway from Carleton Place to Sand Point for 999 years, and are now working the said line under such lease as part of their railway.

That since the 14th September, 1870, the said railway has continued to be and is now efficiently worked, and has proved to be of great advantage to the country, and especially to the people inhabiting the Ottawa Valley west of Ottawa City, its construction having placed the said city in direct communication by railway with Sand Point, a distance of 50 miles by the nearest practicable route, *via* Arnprior, and an actual distance *via* Arnprior by the said railway of 58½ miles, and the railway will shortly be completed to Pembroke, being now actually constructed to Renfrew and under contract for construction from Renfrew to Pembroke. That the suppliants, upon the faith, credit, and pledge of the appropriation of the said lands by the hereinbefore mentioned Acts in aid of the construction of the said lines of railway, were enabled to obtain and did obtain the necessary means for the construction and completion of their line of railway from Ottawa to Carleton Place. These allegations of fact were all substantially proved and the suppliants charge as the legal conclusions resulting from them:—That their railway is a section of the Canada Central Railway, in respect of the construction of which they are entitled to the grant of land provided for by the said Acts.

That consequently, the Crown lands of the Province of Ontario adjacent to the section of railway and otherwise a sufficient additional quantity of the Crown lands lying within the watershed of the Ottawa River, in the said Province, are subject to a charge and direct trust in favour of the suppliants; and, further that the public lands of the Province of Ontario passed to it under the British North America Act with and subject to the obligations which had been entered into by the Legislature of the late Province of Canada in respect of such lands, and that the Province of Ontario is bound to fulfil such obligations in respect of the construction of the said section of the said railway; and the petition prays that it may be declared accordingly, and that it may be decreed that the said grant be made to the said company out of the ungranted lands of the Crown lying within the watershed of the Ottawa River.

The Attorney-General, by his answer to the petition, submits that by the British North America Act a portion of the lands referred to in the petition were vested in Her Majesty for the uses of the Province of Ontario and the residue thereof were vested in Her Majesty for the Province of Quebec and that it is a question for the judgment of this Court whether the said lands so vested in Her Majesty for the public uses of this Province were and are subject to the claims of the suppliants.

Further, the Attorney-General charges that the suppliants have failed to comply with the conditions upon which alone by the terms of the said Acts they were to become entitled to a share or proportion of the said lands in this, that they failed to complete the railway within the times limited for those purposes respectively by the several Acts passed before the said lands became vested in Her Majesty for the uses of the Province of Ontario.

That the Acts of the Parliament of the Dominion of Canada referred to could not, and did not, in fact save or preserve to the suppliants the right to a share of the said lands beyond the times limited in and by the Acts of the late Province of Canada, but on the contrary expressly declared that it was not intended so to do.

Further, the Attorney-General submitted whether the position of the line of railway alleged to be completed is, or ought to be, regarded as in fact a part of the line of railway intended by the Legislature to be aided by the grant of the said lands and whether, for this reason, the suppliants are entitled to any part thereof:

And the answer concludes with the usual clause objecting that the suppliants shew no equity.

As I have already said the allegations of fact stated in the petition were all sufficiently proved, and it was moreover established by the evidence that the lease of the portion of the Brockville and Ottawa Railway lying between Carleton Place and Arnprior had been duly confirmed at meetings of the shareholders of the Canada Central and Brockville and Ottawa Companies respectively.

The argument at the hearing was confined to the discussing of three questions of law.

First,—It was said in behalf of the Crown that the suppliants had no equity against the Crown which could be enforced by a petition of right, in other words the jurisdiction of the Court was disputed.

Secondly,—It was contended that the suppliants had not entitled themselves to the proportionate grant which they claimed in respect of the 28½ miles constructed by them, having failed to comply with the requirements of the several statutes which have been referred to.

Lastly, - It was argued that, even though the Court should hold that the railway company had complied with all statutory conditions, they were nevertheless not entitled to relief inasmuch as the obligation to make the grant claimed was not one which under the British North America Act devolved upon this Province. I will consider these contentions in the order in which I have stated them, but I should premise that I have made and intend to make no allusion to any legislation which has taken place in the Parliament of the Dominion on the subject of this railway company—for the reason that I agree with the Attorney-General that the rights of the suppliants must be held to remain as they were at the date of Confederation.

I may also at once clear the case of any question which can arise as to whether or not this piece of railway can be said to form part of the Canada Central Railway, for if the suppliants had a right to construct a part or section of their line it is beyond all doubt that the 28½ miles which they have constructed has been made by a corporation having authority to build it and in the direction authorized by the Statutes, especially that of 1866—I notice this rather because it is raised by the answer than as a point made in argument, for at the hearing it was not contested by any of the learned counsel for the Crown.

Then I proceed to consider the question of jurisdiction which I do assuming for the present purpose that the suppliants have made out their case by shewing compliance with all statutory pre-requisites essential to entitle them to the grant and that they are properly seeking it at the hands of the Government of this Province.

If a contract to give out of a larger quantity of lands a certain proportion as the price of works to be performed by the intended recipient had been entered into by an individual or a corporation there is no doubt, but that at this stage, after the completion of the works, equity would decree performance.

Thus if A agreed to give B, in consideration of the latter building a house, five hundred acres of land out of 5000 acres which A owned in a certain township there could be no doubt but that B having built the house and completely performed the contract on his part could enforce his rights in equity. In such a case a Court of Equity would consider the party who had contracted to make the grant as bound in respect of the lands to be conveyed as by a constructive trust.

The Act of the Legislature under which this petition has been filed, (35 Vic., cap. 13) recites that "it is expedient to make provision for proceeding by petition of right in this Province, and to assimilate the proceedings on such petitions and in proceedings on behalf of the Crown, as nearly as may be to the course of practice and procedure now in force in actions and suits between subject and subject." And the first section of the Act enacts "That a petition of right may, if the suppliant thinks fit, be intituled in any one of the superior courts of common law or equity, at Toronto, in which the subject matter of such petition, or any material part thereof, would have been cognisable if the same had been a matter of dispute between subject and subject."

The object of this Act was, it clearly expresses, to entitle parties here to relief wherever they would in England have had a right to a decree against the Crown, on a petition of right endorsed with the established formula "let right be done" under the sign manual of the Sovereign.

When the petition was so endorsed, it was transmitted from the common law side of the Court of Chancery in which it was originally filed, and where it must have been verified by an inquisition of office, into a court of common law, or to the equity side of the Court of Chancery, and thenceforward all prerogative rights as regards procedure were to be considered as waived and the cause proceeded as between ordinary suitors. The course of proceeding by petition of right could not have been adopted here, inasmuch as this court has no common law side. And there were no means of verifying the petition by inquisition, and there would have been, if these insuperable difficulties had been overcome, other difficulties in adapting the proceeding to the forms of colonial courts of justice.

However, the Act of the Legislature last referred to has put an end to all these difficulties of form.

That the Crown may be a trustee seems clear, the only question having been as to the mode of enforcing the trust, which, it has been determined, could not be done, by means of a decree made in a suit instituted against the Attorney General; but it is laid down by the highest authority that, by a petition of right, a trust as well as a contract may be enforced against the Crown. In Spence's Equitable Jurisdiction, vol. 2, page 63, there is the following passage; "The character of Sovereign is not, it seems, incompatible with that of being a trustee, but as to the means by which the trust could be enforced, there was necessarily considerable difficulty according to the ordinary forms of law. In Reeve vs. the Attorney General, 1751, where lands which were directed by will to be sold, had come to the Crown, the testator having died without an heir, Lord Wardwiche refused to make a decree for a conveyance as was asked, and dismissed the bill, saying this court had no jurisdiction, though the Court of Exchequer might have,and the parties must proceed by petition of right. See. 1 Ves. 445.

In Lewin on Trusts (Ed. 3) p. 30, it is said, "In a recent case it was decided that, though the Court of Exchequer could decree the possession of the property according to the equitable title, it had no jurisdiction to direct the Crown to convey the legal estate. The subject may undoubtedly appeal to the Sovereign by presenting a petition of right, and it cannot be supposed that the fountain of justice would not do justice."

In Bowyer's Constitutional Law, p 139, occurs this passage: "Petition *de droit* is in use where the king is in full possession of any hereditaments or chattels, and the petitioner suggests such a right as controverts the title of the Crown, grounded on facts disclosed in the petition itself, and, unless the whole title of the Crown be stated, the petition shall abate, and thereupon this answer being underwritten or endorsed by the king, '*soit fait droit à partie*,' a commission shall issue to enquire of the truth of this suggestion, after which the king's attorney is at liberty to plead in bar, and the merits shall be determined on issue or demurrer as in suits between subject and subject."

The fiat may be withheld and in that way the Crown may insist on its full prerogative rights, although, according to Lord Cottenham, there is a constitutional obligation to put in train for trial any question of a right claimed by a subject against the Crown.

Baron de Bode's case, 2 Philips, 85.
The case of Robertson v. Dumaresq.

2 Moore's, P. C. (N. S.) 66 is also an authority of much weight in the suppliants' favour in this question of jurisdiction.

In the case of Holmes v. the Queen, 2 J. and H., a petition of right in the nature of a suit to enforce a trust against the Crown in respect of lands in this country, failed, it having been held that the English Court of Chancery had no jurisdiction to enforce a trust of lands situated here, and it was not suggested that had the lands been in England there could have been any doubt of the jurisdiction.

It has also, I think, an important bearing here that, by the Act of 1837 (7 W IV. c. 2) which first constituted a court of equity in this Province, jurisdiction was expressly conferred on this court, "to decree the issue of letters patent from the Crown to rightful claimants." Although up to the passing of the Act of last session it was, owing to the deficiency of remedy in consequence of a petition of right not being maintainable here, impossible to make such a decree directly; there is no reason if the Lieutenant Governor thinks fit to waive all objections founded on prerogative rights; by endorsing the petition, why effect should not be given to this provision, and I am unable to see how the court now could refuse, on a petition of right, to decree the issue of a patent provided the suppliant makes out his case upon the merits.

In connection with the question of jurisdiction, I have in addition to the cases and authorities already quoted, seen and considered the following cases:

Churchward vs. the Queen, 1 L. R. (Q. B.) 173. Tobin vs. the Queen, 16, C. B., N.

S., 310. Feathers vs. the Queen, 6 B. & S., 294. Lord Canterbury's case, 1 Phil. 306. Kirk vs. the Queen, L. R., 14 Equity, 558.

The result is, that assuming the construction of the Acts of Parliament, on which the suppliants found their claim, to be as they contend, I am of opinion that the court has jurisdiction to make a decree in this petition.

I proceed next to consider whether the suppliants are entitled to a proportionate grant of land under the 24th section of the Act of 1861, which has been already stated in extenso.

It will be observed that under the Act of 1856, as amended by the Act of 1861, the construction of the line from Quebec to Montreal, was to be by the North Shore Railway Company; that from Montreal to Grenville by the Carillon and Grenville Company; whilst from Arnprior to Pembroke, the Brockville and Ottawa Company had the prior right to construct within the limited period of five years, the right of the Canada Central Company to make that part of the proposed line, being postponed until after the failure of the Brockville and Ottawa to do so within the prescribed time. In like manner the Vaudreuil Company had power to make the line between Ottawa and Vaudreuil, in case of the failure of the Canada Central Company to complete within five years.

The Canada Central Company therefore, had upon the passing of the Act of 1861, authority, after having entitled itself to the exercise of its corporate rights and franchise by an organization under the statute, power to proceed immediately with the construction of the line between Ottawa and Arnprior, and also between Vaudreuil and Ottawa, and between Pembroke and a point on Lake Huron. No limitation of time for the commencement or completion of the works is in terms contained in the Act of 1861, but the 2nd section of that Act declares "that all the remaining clauses and provisions of the Act of 1856, not inconsistent with this Act, shall be the same as if incorporated herewith;" and this it has been contended on behalf of the Crown, and I think correctly, had the effect of importing into the latter Act, sect. 20 of the Act of 1856, which provided that the works should be commenced, and twenty miles thereof completed within three years, and the whole line completed within seven years.

Upon this provision requiring the line to be commenced, and twenty miles of it completed within three years, was based the argument of Mr. Maclennan that the suppliants had failed to comply with the conditions, as they had not finished twenty miles within three years from the 18th September, 1865, the date of the passing of the Act renewing their powers. I am of opinion, however, that this argument cannot prevail. At the time of the passing of the Act of 1865, the powers conferred by the Act of 1861 had entirely lapsed by reason of the non-completion of the 20 miles of the line within the three years; then the Act of 1865 is the only enactment to look to, to determine the time for the commencement and conclusion of the works; and looking to it we find that it does not re-enact the provisions as to the completion of twenty miles within the three years, but imposes only the conditions of commencement within three years, and completion in five years.

It will be next convenient to consider how the rights of the suppliants stood immediately after the passing of the Act of 1865.

It must be remembered that two Acts of this date were passed, one giving renewed powers to the Canada Central, the other giving co-extensive powers to the Brockville and Ottawa, as regards the completion of the line from Arnprior to Pembroke. This last Act suspended the powers which the Canada Central had previously possessed to construct between Arnprior and Pembroke, since it could not do so whilst the powers of the Brockville and Ottawa were in force, and contemporaneously with the expiration of those powers, the rights of the Canada Central Company would likewise come to an end.

The Canada Central Company had, however, after this renewal of 1865, power to construct from Vaudreuil to Ottawa, and from Ottawa to Arnprior, and from Pembroke to a point on Lake Huron; and having these powers, they have only completed within the limited time twenty-eight and a half miles of railway, being the distance from Ottawa to Carleton Place and procured a lease of running power for 999 years, over the Brockville and Ottawa line, between Carleton Place and Arnprior.

Upon this was based the important argument of Mr. Robinson, on behalf of the Crown. That even though under the 24th section, the Canada Central Company might, if it had completed this twenty-eight and a half miles sufficiently early to have permitted it to complete the whole of its works in due time, have had the right to the land grant; yet, that not having completed this portion until its powers were on the eve of expiring, it is not now entitled to the grant, after it has failed to complete the whole of such portions of the line as it fell to it to construct.

This argument was most clearly and forcibly put by the learned counsel and at the time impressed me strongly; subsequent consideration has, however, convinced me that it ought not to prevail. I may here say that I think the suppliants had under the 22nd section of the Act of 1861 authority to procure the lease of running powers over the Brockville and Ottawa Railroad beween Carleton Place and Arnprior, and that this by itself sufficiently covers their failure to construct between these two points. Much might also possibly be said to exonerate them from any default as regards the line between Vaudreuil and Ottawa founded on the particular provisions of the Act with regard to that portion. I do not, however, stop to discuss these questions as it is sufficient for Mr. Robinson's argument that there has been a failure to make the line from Pembroke westward to a point on Lake Huron.

The first answer to this contention is in my opinion to be found in the explicit enactment of the 24th section of the Act itself which being construed according to the plain meaning of the words authorizes the building of the road in independent sections of twenty miles in length and declares the company entitled on the completion of every twenty miles to a proportionate part of the land grant without regard to the question whether the Act does impose on the company the obligation of performing the whole of the works which are authorized.

In order to give effect to the construction contended for it would be necessary to import by implication into the section just referred to, the qualificatien or proviso to the right to receive the grant, that the company should be in no default. I know of no principle of construing Acts of Parliament on which it would be possible to do this even if the context did not expressly exclude such a supplementing of the language of the Legislature. But I think the words of the Act "the company which shall have constructed the same shall be entitled to a corresponding portion of such grant" are so absolute that to supply words of qualification would be not merely to add to the enactment; but to introduce into it a provision positively repugnant. If, therefore, the company have failed in performing an obligation imposed upon them by their Acts to complete the whole of the works which they were authorized to perform, some other remedy must be found than that of withholding the grant which the Statute expressly declares them entitled to, as it was put by Mr. Moss, it can no more be said that the company have by their failure to complete the whole line disentitled themselves to receive the grant which the statute expressly entitles them to. than it could have been said if they had performed the same work and obtained the grant long before the expiration of their powers, that their subsequent default would have worked a forfeiture of the grant which they had obtained.

There is, however, another and a still more conclusive answer to this argument. The proposition of the learned counsel necessarily presupposes that there was a legal obligation resting upon the suppliants to complete the whole of their works, or at least that it was obligatory on them having partly performed the work to carry it to completion. If there was not any such liability there is an end to the question, for they were then at liberty to exercise their rights partially.

I was, until I saw the authorities cited and hereafter referred to, under the impression that it was not competent to a railway company having a parliamentary authority to construct a line from point A to point B, to make it merely to the intermediate point C, abandoning the residue. This impression was probably derived from cases like Cohen v. Wilkins, 12 Beav., which have determined that it is not within the competence of directors against the will of their shareholders to construct a part only of their line abandoning the remainder. This, however, is a totally different question, and one which can have no bearing on this controversy. In the Attorney-General v. the Birmingham and Oxford Railway Company 3 M. and G., 453, it was expressly determined that if a portion only of a railway be made, the omission to complete the whole work is not a public injury, which will authorize an injunction at the suit of the Attorney-General, restraining the company from further exercising its corporate powers. This authority alone would be sufficient for the present purpose, but in a subsequent case of the highest authority, the same question from all points of view underwent close examination, and was made the subject of a very full judgment by judges of great eminence. This was the case of the York Railway Company v. the Queen, 1 E. and B.

858, in the Exchequer Chamber, when Chief Justice Jervis delivered the judgment of the court reversing that of the Court of Queen's Bench. In that case which was one of mandamus at the instance of land-owners on the proposed line, the railway company had been authorized by their Act to make a railway from York through M. and C. to Beverley. They made a portion of their line from York to M., but did nothing upon the remainder of it. The powers of their Act expired as to so much of the line as lay between C. and Beverley before the mandamus was applied for, but they obtained an Act authorizing them to abandon the line between M. and C. and to substitute in lieu thereof the line which it was sought by means of the mandamus to compel the construction of. There was no question as to the correctness of the mode of proceeding by mandamus if the company were liable to make the whole line, and this liability was the point on which the case turned.

Three propositions were laid down as law by the court,--First, that the terms of the Act being permissive and not imperative, no legal obligation to complete the whole line was created.

Secondly.—That a railway Act is not, by reason of the rights of interference with private property which it confers, to be considered in the nature of a contract on the part of the company with the public to make the line.

Thirdly.—That the railway company having exercised some of their powers, and made a portion of their line, were not by reason of this part performance bound to make the whole of the railway authorized by their statute.

The two last resolutions are conclusive authority against any arguments tending to establish the reverse in the present case, and need not therefore be further referred to. It remains, however, in order to apply the entirety of this decision to the questions under consideration, to enquire whether the Acts of Parliament by which the rights and liability of the suppliants are regulated, do or do not make the construction of the whole railway an imperative duty.

Had the 20th section of the Act of 1856 remained in force, I can suppose that it would have been used to found an argument that the commencement within three years, and the completion of the whole road within seven years, was compulsory. But even if that provision had been kept alive, or if the company had after the Act of 1861, and before the passing of that of 1865, and whilst its powers were dependent on the section in question of the Act of 1856, re-enacted by the Act of 1861, completed a part of its line, and declared its abandonment of the remainder, I do not think a mandamus would have been granted to compel completion. I think to an application for that writ it might in such case have been successfully answered, that this 20th section was intended to limit the time within which the company might at their option exercise their powers, precisely as if it had been expressed in the form of a condition, that if the privileges and powers granted were not made use of within a limited time they should then cease, which would not have been considered as imperative, or as importing any legal obligation or duty, but as merely authoritative. I need not, however, speculate as to what would have been the construction to place upon this 20th section of the Act of 1856, since as I have already shewn, it is no longer in force, having lapsed, and the Act of 1865 having been substituted for it. This last enactment leaves not the slightest room for doubt, since it is beyond all question purely facultative. It is in these words, "The time for the commencement of the railway which the company is authorized by its charter to construct, is extended for the period of three years from the passing of this Act, and the period for the completion of the said railway is extended for the period of five years from the passing of this Act, and the said company during the said periods shall, and may have, enjoy, exercise, and enforce all privileges heretofore granted to, conferred on, held, possessed, or enjoyed by the said railway company, by, under, or by virtue of the Act relating to the said railway company, or any Acts in anywise affecting the same."

It could not be argued that this created any imperative obligation—no language could be more exclusively permissive.

The result is, that, in the language used in the case of York v. The Queen, "I find no duty cast upon the company in any part of their Acts of Parliament."

I am therefore of opinion that the argument of the learned counsel for the Crown on this part of the case fails, and that the suppliants have made out their right to receive a grant of lands proportioned to the mileage of the portion of the line they have constructed. Lastly there arises the question, Is the Crown, as representing the Executive Government of the Province of Ontario, liable to make good to the suppliants the grant to which they have in my judgment shewn themselves to be entitled ? This must depend on the effect of the British North America Act, apportioning the public lands of the late Province of Canada.

The 18th section of the Act of 1856 provided that the grants to be made should be of tracts of land fronting on the said railway, such frontages to be of ten miles each, and alternating with tracts fronting thereon of the same width and quantity, to be reserved as public land, and dealt with as such.

The 24th section of the Act of 1861 enacts that if no ungranted lands of the Crown front on the said railway then such grant of lands may be made from the vacant lands of the Crown lying within the watershed of the Ottawa River. The British North America Act, (Imperial Statute 30 & 31 Vic., cap. 5), contains this provision (sec. 109) "all lands, monies, " minerals and royalties belonging to the several Provinces of Canada, Nova Scotia, and New " Brunswick at the union, and all sums then due or payable for such lands, mines, minerals " or royalties shall belong to the several Provinces of Ontario, Quebec, Nova Scotia and New " Brunswick in which the same are situate or arise subject to any trusts existing in respect " thereof and to any interest other than that of the Province in the same." The grant in respect of the section of the line now in question was therefore in the first place to have been made out of the Crown Lands of Ontario fronting on the railway if any such lands had existed, and the resort to the vacant lands of the Crown in the watershed of the Ottawa River is necessitated by the inability to make it good out of lands fronting on the railway which was the first right of the suppliants. It follows that the Province of Ontario being rightfully called on by the suppliants to fulfil this original obligation, and having no lands to enable it to do so—must grant such of its own lands as the Act of Parliament permits to be substituted in the case of a deficiency of lands lying contiguous to the railway, and thus the grant must be made out of lands in this Province, situate in the watershed of the Ottawa River. In other words the original duty being cast on Ontario, it must also fulfil the supplementary obligation. Any other construction than this would probably lead to consequences very unjust to the Province of Ontario. It must be borne in mind that the statutory obligation to make this land grant applies to the portion of the line run in the Province of Quebec, to be constructed between Quebec and Montreal, and between Montreal and Grenville by the North shore, and the Carillon and Grenville Companies respectively. Now supposing that along these lines there should have been no ungranted lands fronting on the railway whilst that portion of the line which was to have been made between Pembroke and Lake Huron would have ran through an almost unbroken tract of vacant Crown Lands; if, in that case, the lands of Ontario lying in the Ottawa Valley had been liable to make good the grants to the Quebec lines. Ontario would have had to bear a grossly disproportionate share of the whole land subsidy. But if the secondary liability is taken as being apportioned on the same principle as the primary liability of which it comes in aid complete justice will be done between the two Provinces. I am therefore of opinion that the equities between the Provinces, if I may use the expression, consequent on Confederation are that the liability to make the grant must be considered to be distributed in such a way that each Province must find the lands to be given in respect of the portion of the railway constructed within its limits. But there seems to be another answer to any objection on this head. Granting that this supplemental trust or charge does bind lands in the Ottawa watershed in the Province of Quebec, there can be no pretence for saying that it does not also bind lands in Ontario. Then the suppliants have surely a right to ask that the trust be executed so far as the Province of Ontario is concerned. They could not have sued the Crown as representing the Province of Quebec in the Courts of this Province. They must necessarily have sought their remedy against one or the other of the two Provinces, and independently of the effect of the division of the public lands effected by the Confederation Act I consider that they had a right to elect to have their charge satisfied by a grant of lands in Ontario, and this Province, if it is entitled to any contribution, must seek it in some other manner.

The decree which was asked for at the bar was one declaratory only :

Under the Consolidated Order of this Court No. 538, an ordinary suitor shewing a right to relief may have a decree merely declaratory of his rights. The Petition of Rights Act, sec. 8, enacts that the rules, orders, practice and course of procedure of the Courts of Law and Equity in suits between subjects shall extend to Petitions of Right. The suppliants are therefore in my opinion entitled to a decree declaring that they have, in accordance with the provisions of the Acts of Parliament already mentioned, constructed twenty-eight and a half miles of the Canada Central Railway and that they are entitled in respect thereof to a proportion of the grant of lands assured to them by the Statutes in question: such grant to be made in tracts fronting on the railway, and if no ungranted lands of the Crown front on the railway that they are entitled to such grant of lands to be made from the vacant lands of the Crown lying within the watershed of the Ottawa River.

And the suppliants are entitled to their costs.

SUPPLEMENTARY RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before this House copies of all correspondence between the Government or any Member thereof and the Canada Central Railway Company, or any officer or agent thereof, relating to the claim of the said Company upon the Province of Ontario for 12,000 acres per mile of the railway of that Company constructed from Carleton Place to Ottawa, a distance of 28½ miles, making in all 342,000 acres, with copies of the pleadings and judgments of the Court in the suit of the Canada Central Railway Company against the Queen, to compel the Crown to set apart and grant the said land to the said Company.

By command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 5th March, 1873.

The questions to be submitted for the consideration of the Court are as follow :—

First—Is the railway between Ottawa and Carleton Place to be considered as part of the Canada Central, and, as a consequence, entitled, under the several Acts of Parliament referred to, to any portion of the lands mentioned, and, if so, what portion thereof? The number of acres to which the Canada Central would have been entitled, had the road been built between Ottawa and Arnprior according to the original route, should be stated in the case, and the distance thereto by way of this railway and the Brockville and Ottawa R. R.

Secondly—As the Provinces of Ontario and Quebec are now distinct Provinces, can the Province of Ontario alone be called upon to make any grant of these lands, or any part thereof, to the said railway?

Thirdly—If the Province of Ontario can be so called upon, is it liable for more than a proportionate part of the whole number of acres to be granted both in the Provinces of Ontario and Quebec?

Fourthly—Is not the effect of the Act constituting the Dominion of Canada, without making any provision for the granting of these lands, such as to relieve the Provinces of Ontario and Quebec of any obligation to grant these lands, unless authorized by the Legislatures of the Provinces respectively.

(Copy.)

December 4th, 1871.

From Hon. John Carling to Sir John A. Macdonald.

Sandfield seems to think he offers everything any one can reasonably ask. He offers to leave to the Court the three following points:—First. Is the road in question part of the Canada Central?—Second. If so, is the company, under the Acts, entitled to the land grant?—Third. If entitled, on whom, if upon any party or parties rests the liability to grant the lands—on the Dominion of Ontario alone, or on Ontario jointly with Quebec? Do you not think this is all that can reasonably be asked? It opens up the whole question.

SUPPLEMENTARY RETURN

(JUDGMENTS OF THE COURT.)

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before this House, copies of all correspondence between the Government or any Member thereof and the "Canada Central Railway Company," or any officer or agent thereof, relating to the claim of the said Company upon the Province of Ontario, for 12,000 acres per mile of the Railway of that Company, constructed from Carleton Place to Ottawa, a distance of 28½ miles, making in all 342,000 acres, with copies of the pleadings and judgments of the Court in the suit of the "Canada Central Railway Company" against the Queen, to compel the Crown to set apart and grant the said land to the said Company.

By Command,

T. B. PARDEE.
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 21st March, 1873.

IN CHANCERY.

Re CANADA CENTRAL RAILWAY COMPANY.

The following are the judgments on rehearing from order of V. C. Strong.

Spragge, C.

The objection which was urged before my brother Strong, on the ground that the Court had not jurisdiction, is not raised on this re-hearing.

I have examined the following Acts :—

The Vaudreuil Railway Company Act, passed 23rd May, 1853.

The Lake Huron and Quebec Railway Act, passed 1st July, 1856.

The Brockville and Ottawa Amended Act, 10th June, 1857.

The Brockville and Ottawa Extension Act, 24th July, 1858.

The Canada Central Railway Company incorporation Act, 18th May, 1861.

The Canada Central Railway Act, extending time for performing the work, 18th September, 1865.

The Brockville and Ottawa Act, extending time for performing the work, 18th September, 1865.

Although some of these Acts do not bear directly on the point in issue here, I have thought it well to read them all, as they are all in *pari materia.*

At the time of the passing of the Act of 1856, there were five railway companies in existence ; by that Act the president, directors and shareholders of these five companies were constituted a body corporate and politic, by the name of the Lake Huron, Ottawa and Quebec Junction Railway Company.

The Vaudreuil Company was to have the right to make a railway from Hawkesbury, opposite Pembroke, to Ottawa.

The Montreal and Bytown Company, from Montreal to Grenville, which was transferred to the Carillon and Grenville Railway Company, as stated in the 5th paragraph of the petition.

The capital of New Company was divided into 1,000 parts, and apportioned in the manner stated by my brother Strong in his judgment on the original hearing.

Before May, 1861, the powers and franchises of the Bytown and Brockville Company lapsed.

To come then to the Act of 1856 :—

The recital to that Act is that " it is of the utmost importance to the general interest of the Province, [then composed of Upper and Lower Canada], that a main line of railway communication should be opened from Lake Huron to the Ottawa, and from Ottawa to Quebec. That the opening of a line from Arnprior, or some place between Arnprior and Pembroke on the river Ottawa to Lake Huron, would secure for the said main line so large a proportion of the travel and traffic of the Great West as to ensure the success of the remainder of the line from Ottawa to Quebec, and open up the country for settlement."

The idea here is to construct a railway from Lake Huron to the river Ottawa, and the expectation that the success of the line east of that point would thereby be ensured by the travel and traffic of the Great West being drawn through it.

Section 5 gives power to the new companies to construct the line between Arnprior, or some place between Arnprior and Pembroke to Lake Huron.

Section 6. The capital is measured by the distance between those points—so much per mile.

Section 9 provides that the capital stock of each of the old companies is to be increased in the ratio pointed out in the Act.

Section 11. To carry out the scheme --directs subscription of old stock and sufficient new stock to make up the proportion of each in the new company.

Section 15. Calls are to be made by directors of new company.

It would seem, therefore, that the new company was not to have any stock of its own independently of what it would obtain through calling upon the several old companies—what the new company so calls for is in order to build the line between the Ottawa and Lake Huron.

The old companies, it was contemplated, should each build the piece of road for which it was incorporated, except that special provision was made as to the line from opposite Grenville to the City of Ottawa.

Section 21 enables the several companies to unite into one company.

Section 18 —The object of section 18 is thus stated, " in order to aid and encourage the said railway from the River Ottawa to Lake Huron 4,000,000 acres of Crown lands in the neighbourhood of the line of the said railway shall be and are hereby set apart for the purposes of this Act"—*i. e.*, in the neighbourhood of the line between the River Ottawa and Lake Huron.

Then, when is it to be appropriated, and to whom ?

In the first place as to time. It was to be on completion of 25 miles of the railway between the River Ottawa and Lake Huron ; which was to be done by the new company : and on the completion by each of the old companies of its proportion.

All was intended to proceed *pari passu.* If it did so proceed all might be completed together—the sections east of the Ottawa by the old companies, and that between the Ottawa and Lake Huron by the new company ; but in case of failure by any one no land could be received by any.

All the companies had a common object to procure the great feeder to supply travel and traffic from the west, and each had an object that each of the others should complete its link in the chain which was to connect the Great West with the Atlantic sea board. It was hoped that all would work in furtherance of the common object.

The Act is quite distinct as to what was to be done as preliminary to any grant of land. Three things—25 miles of new line to be constructed ; each railway to make its proportion of railway ; and each other railway to make its proportion.

The grant was to be to the new company, each of the old companies to have its proportion which it would have through the new company

The Act is quite distinct also as to the aid to be given—what was to be aided, and on what account.

There is no room for doubt as to the construction of this Act—of the 18th section or any other ; of the general policy ; and the means proposed for carrying it out.

We then come to the Act of 1861. That Act recites that the construction of the railway authorized by the Act of 1856 " has been attended with difficulty, in consequence of the want of a concentrated interest therein—that it is expedient to amend and extend the said Act and to change the name of the company." It then incorporates a new company, which is constituted differently from the former one, being composed of individuals named " with all such other persons, corporations and " Municipalities as shall become shareholders in the company hereby constituted," to be called the Canada Central.

It repeals *inter alia* the dividing the whole capital into 1,000 parts and its apportionment. The Canada Central is declared to be in the place and stead of the several companies named in the Act of 1856, except three—the Brockville and Ottawa, the Carillon and Grenville. and the North Shore. The effect of this is, that the three companies named are preserved, and it would seem *all* would have been preserved, but that the other two of the five had ceased to exist. The three companies preserved and the Canada Central became entitled to all the benefits, franchises and privileges granted in the Act of 1856, except as altered by the new Act.

By section 4 the company was empowered to construct a railway from Lake Huron to the City of Ottawa by way of Pembroke and Arnprior, and from the City of Ottawa to Montreal. Special provision was also made as to a railway between Hawkesbury and Ottawa by Carillon and Grenville, but upon the questions now before the Court that provision is not material.

By section 5, provision is made as to the Canada Central, becoming united with the North Shore and the Carillon and Grenville, or any two of them, in the event of their desiring and agreeing so to do.

Section 6 provides, " for the better adjustment of the proportions of the said several companies in the lands appropriated and set apart in aid of the said line of railway" by the Act of 1856—they are regulated in manner prescribed ; $\frac{3}{10}$ are set apart in aid of the North Shore Company ; the remainder being divided into as many parts as there are miles between

Montreal and Pembroke, and appropriating one part to each mile of the distance in aid of the construction thereof.

The powers of the three preserved companies are not to be abridged, except in the instance provided for by section 4.

Provision is also made as to computation of distance, and provision is also made in regard to the Brockville and Ottawa Company building the road between Arnprior and Pembroke. Provision is also made as regards the construction of the road between the City of Ottawa and Pembroke.

The declared object of this section is the better adjustment of the proportions of each of the companies, and refers to the former Act; and also, as it would seem, to the same lands.

It becomes necessary to consider what is the meaning of "setting apart in aid of." It is not said, in aid of any company named building its section of road, but in aid of such and such a railway company. And the question is—does this relieve any company from what was made its duty under the former Acts? Under the former Act, however, each separate company had only the duty cast upon it of building its own portion; it being the duty of the general company, of which the several companies were constituent parts, to build the road between the River Ottawa and Lake Huron; each several company, by its additional stock and through calls made upon it by the general company, contributing its quota towards the building of that road. Thus, under the Act of 1856, each of the companies did contribute to two things—one the building of its own section of road; the other its quota towards building the road between the River Ottawa and Lake Huron; and its capital was increased so as to accomplish both objects.

The capital, as well as the constitution, of the Canada Central are placed upon a different footing. The capital of the former company was based upon so much per mile of the length of the railway between the River Ottawa and Lake Huron. The capital of the Canada Central is a gross sum named $7,000,000.

In the constitution of the former company, each company was represented in the general company, and so had something to say as to the building of the road; upon the building of which its right to aid depended. In the Act of 1856 it is not so. It has no power or voice outside its own company.

The change contended for by the Canada Central upon the petition, is a very great one—much greater than is indicated by anything set out in the preamble, and the change is one that would render far less certain the accomplishment of the declared object of the grant of land. Comparing the preambles of the two Acts, one would say that the leading object of both was the same, viz., the construction of the railway between the River Ottawa and Lake Huron, and aiding its construction by a large grant of land, the locality of the land being also along the line of that railway.

If the Canada Central is right, one great inducement to it and to the other railways to build the road west of Pembroke is taken away. On the other hand, the right to say anything as to the construction of that line of railway is also taken away.

The position is a peculiar one. Five several companies were in existence before 1856. They were to construct each its piece of railway without Government aid. The scheme embodied in the Act of 1856 is then introduced, and each of those railway companies is to aid in the construction of a great feeder to the west of them; and it being of great public benefit, these several railways receive Government aid, each in proportion to the aid it has given to this new western section, in the shape of land lying along the western section. The Act of 1861, in its preamble and in section 6, indicates no change in these respects, but rather an affirmance and carrying out, with only some modification of the original design. Then comes section 24, which as read by the suppliants, reverses the policy, not only of the Act of 1856, but of the Act of 1861 itself, so far as it can be gathered from the preamble and section 6. Companies which were to receive land for their aid in constructing a work of national importance, and for that reason only, are to receive it without contributing anything towards that work, and they are to receive not the same, but other land—not land between the River Ottawa and Lake Huron, but land lying along the section of railway constructed; a thing not contemplated before 1856, nor by the Act of 1856, nor indeed by the Act of 1861, until we come to section 24.

It is extremely difficult to understand how, consistently with all that had gone before section 24, the provisions of that section came to be enacted, if read according to the contention of the petitioners; but, after all, if section 24 can mean nothing else,—taking its language to express its meaning, as we must take it,—than what is so contended, we must so construe it.

The judgment of my Brother Strong contains this section *in extenso.* Referring obviously to the provision contained in section 18 of the Act of 1856, that to entitle a railway company having a right to share in the land appropriation, the other railway companies should have constructed a sufficient proportion of their lines, it says that it shall not be necessary that any other railway or portion of railway should be made by any other company. So far this section dispenses with only one of the three conditions to any company obtaining a share in the land appropriation; and it is contended that, taking the whole section together, that is the only condition dispensed with; but it goes on to say that, "on the contrary," (to abbreviate the clause without altering its sense) as soon as any portion of such railway, 20 miles in length, shall be completed and equipped, then "the company which shall have constructed the same shall be entitled to a corresponding proportion of such grant of lands as it would be entitled to" under the Act of 1856, "as amended by this Act; in the event of each of the companies forming the Lake Huron and Quebec Railway Company, complying with the conditions precedent to such grant provided for by the Act" (of 1856.) After the words "on the contrary," the clause declares any of the railway companies entitled upon constructing 20 miles of road: it makes that the sole condition. What follows declares what such railway company shall be entitled to; it is a proportion of the grant corresponding to the length of railway constructed and equipped, and it is of such grant of lands as the companies would have been entitled to under the Act of 1856, upon complying with all the conditions prescribed by that Act. It is not exactly a logical sequence to dispense with one of three conditions and then enact that upon performance of another one, the party who would be entitled upon the performance of three shall be entitled, as he would have been entitled if he had performed all the three. But the language is so explicit, that a company shall be entitled, upon the performance of the one condition, to be performed by itself, that I see no escape from it. If the language were ambiguous it would be otherwise; but it is distinct, and seems to me to leave no room for doubt as to its proper construction. "If the words of the statute are in themselves precise and unambiguous, then no more can be necessary than to expound the words in their natural and ordinary sense. The words themselves alone do in such case best declare the intention of the law giver." (Broom's Legal Maxims, 573.) The language of Chief Justice Jervis, (11 C. B., 391) is apposite to the construction of this section: "If the precise words used are plain and unambiguous in our judgment, we are bound to construe them in their ordinary sense, even though it do lead, in our view of the case, to an absurdity or manifest injustice. Words may be modified or varied where their import is doubtful or obscure; but we assume the functions of legislators, when we depart from the ordinary meaning of the precise words used, merely because we see, or fancy we see, an absurdity or manifest injustice from an adherence to their literal meaning."

The construction put upon this section by the counsel for the Crown would import a condition to a railway company receiving land which is not expressed or implied by the language of the Act; or, which is the same thing, retain a condition contained in a former Act in addition to the one condition prescribed by this section. The most that can be said in favour of this construction is that unless the condition as to which this section is silent, is retained, the avowed object, as well of this Act as of the Act of 1856, may be disappointed; but that is a point which it is the function of the Legislature not of the judiciary to consider: and I cannot even say that it was not considered. A notion that it was not fair to hold a company responsible for the acts of others, was probably the motive to the first provision in this section, and may have been the inducement to the second.

I am unable to agree with the learned counsel for the suppliants, that the Act of 1861 indicates an entire change of view as to the best means of carrying out the proposed policy of the Act of 1856. Its preamble and the provisions of the 6th and of some other sections seem to me to indicate an adherence to the policy of aiding the construction of the section of the road between the Ottawa River and Lake Huron; and that, by an appropriation of lands along that section, and but for the explicit language of section 24, I should not hold the suppliants entitled to any lands unless the building of that section were also proceeded with. The question before us resolves itself, after all, into a question of construction of the 24th section. It can, in my opinion, receive but the one construction, which has been given to it by my Brother Strong. I may doubt whether its consequences were appreciated by the Legislature; but our duty is to interpret it; and that only is our function.

With regard to the *locality* of the lands to be appropriated whether along the line of railway between the River Ottawa and Lake Huron, or along the line of railway completed, Mr. Robinson contends that under section 24, as according to section 6, and the Act of 1856, the land is to be taken from the former line of railway; and he points to the language in the commencement of section 24, "a share in the said land appropriation in virtue of this Act." The words, however, are not the said lands, but the said land appropriation: primarily the words used would refer to the locality as well as the quantum of the appropriation, but they may be taken as meaning generally the appropriation of so many acres, and must be so taken if the context shows such to have been the meaning. The last clause of the section seems to show that such was the meaning of the words used. There is, indeed, no express direction as to the locality of the lands to be granted, as railways or portions of railways were completed, but the last clause provides that "if no ungranted lands of the Crown front on the said railway, then such grant of lands may be made from the vacant lands of the Crown lying within the water-shed of the Ottawa River." The words "said railway" used in this clause do certainly not refer to the proposed line between the Ottawa and Lake Huron, but to any railway which, or a portion of which, has been completed in the manner provided for in the previous part of the section; and it is necessarily implied that in cases where there was ungranted land fronting on such railway the grant was to be made from that land.

Mr. Robinson follows up his argument by contending that inasmuch as the line between the Ottawa and Lake Huron is not as yet allocated, there is in fact no line of railway there; and that it is therefore impossible to make a grant out of the land appropriation at the present time. I agree that if the learned counsel is right in his first position, he is right in his second. But then the manifest object of section 24 would be defeated. That object was, that as portions of railway should be completed by any company from time to time, equivalent grants of land should be made to the company, which had made such piece of railway. This could not be done if the railway company, otherwise entitled, were made dependent for its grant upon the action of some other company, over whom it had no control, and in whose proceedings it had no voice—the Act of 1861 differing in that respect from the Act of 1856. The leading provision in section 24 is itself a strong argument in addition to the language of the section to show, not only that the Legislature could not have intended that the grants of land should be taken between the Ottawa and Lake Huron, but also that it should not be a condition of such grants that that line or any portion of it, should be first built. It happens to be the Canada Central that is now applying; but suppose it were the Brockville and Ottawa, or one of the other old companies, its false position would be obvious if the contention of counsel for the Crown be correct. By the Act of 1861, all the railways, the Canada Central and the others, are placed upon the same footing, and the false position of any is an argument which applies to all; and is an aid in the construction of the Act.

In regard to the last clause of section twenty-four, Mr. Maclennan makes this contention:—that inasmuch as Ontario has not ungranted lands of the Crown fronting on the section of the railway in question, to answer the grant to which it is alleged the suppliants are entitled, so that resort must be had to other Crown lands lying within the water shed of the Ottawa river; and inasmuch as lands lying within the water-shed of the river comprise lands in Quebec as well as in Ontario, Quebec is interested; and this Court has no jurisdiction in Quebec.

I agree entirely in my Brother Strong's view upon this point; I agree for the reasons that he gives that Ontario is bound to make good out of its own territory, whatever lands the suppliants may be entitled to in respect of their construction of this section of railway. The question raised is in fact only a question of parties. If our opinion were that there was a joint liability, shared by Ontario and Quebec, or that Ontario was bound to furnish a portion of the land in question and Quebec another portion, it might create a difficulty, but as our opinion is that the entire liability rests upon Ontario, it would be idle to make Quebec a party even if we could do so, in order to hear Quebec contend for the same thing.

I have not so far alluded pointedly to the argument addressed to us by Mr. Robinson, that even though the Canada Central might, under the twenty-fourth section have entitled itself to a land grant upon building the piece of railway which it has built, if it had done so in sufficient time to have built the other parts of the line, which under the Act it was em powered to construct; yet not having built it in sufficient time, it is not entitled. I have not done so because I do not know that I can add anything to the reasoning of my brother Strong upon that point. I will only add that in my opinion the construction of this railway does not fall within the principle of the cases in which a performance of the whole of a work is a condition precedent to being entitled to compensation for that which has been actually done, but within that class where the work being divisable and capable of apportionment, the party performing a portion is entitled to compensation for what has been done. In this case there is not only nothing in the Act against compensation for a portion, but it provides in express terms for compensation by portions, in the progress of the work.

If indeed we could see that under section twenty four, or indeed taking that section with the whole of the Act, the building of the western section was the inducement to the compensation provided by that section of the Act the case would admit of different considerations; section twenty-four and the explicitness of its language are the great difficulties in the contention on the part of the Crown.

I do not myself see any serious difficulty in the provision of the Canada Central Act of 1866, that it is only upon condition that the railway which the company is authorized to construct touching at certain points *i. e.* at Ottawa, Arnprior and Pembroke, that the company shall have a certain latitude in the allocation of their line. Under powers given by the Act, the Canada Central has taken a lease from the Brockville and Ottawa Company of that part of their line which extends from Carleton Place to Sand Point, touching in its way at Arnprior, and the company is proceeding in the construction of its line westerly from Sand Point to Pembroke It can hardly be meant to be contended by the Crown, that the leasing of a line of road for 999 years under the authority of a statute; as part of the line which under certain circumstances the Canada Central was authorized to construct is not a compliance with the Act of 1866, if the line leased does itself comply with the provisions of the Act. These provisions moreover, were enacted *alio intuitu*—to give further latitude as to the line, and at the same time to prevent too great a divergence, and secure the railway touching at certain points; and the lines constructed observe these provisions. If application were being made for a land grant in respect of a piece of road in which these provisions were not observed, the objection that they were not observed would be a sound one; as it is, the objection ought not in my opinion to prevail.

I agree entirely in what is said by my brother Blake as to the one hundred and seventeenth section of the General Railway Act, not applying where the time for the commencement or completion of a railway is prescribed in any Special Act.

In regard to those points in the judgment of my Brother Strong which I have not particularly touched upon I desire only to express my concurrence in the conclusions at which he has arrived: to do more would only be to reiterate what has been very clearly and forcibly put by my learned Brother.

I would observe of the two leading statutes which have been before us—that of 1856 and that of 1861—that the earlier one is incomparably better drawn than the other. There is an intelligible system throughout and its different provisions harmonise: while of the later statute it is not too much to say that its provisions do not harmonise; and though I feel clear that the construction we put upon the clauses that are in question before us is the only construction that they will bear, I am by no means equally clear that those clauses express the real and true intention of the Legislature.

I desire to add in reference to a suggestion thrown out by counsel that an impression had got abroad that the opposition of the Attorney-General to the claim of the suppliants was rather formal than real, that the arguments of the learned counsel for the Crown, marked as they were with earnestness as well as ability, ought to disabuse the public mind of any such idea.

BLAKE, V.C.

The importance which attaches to this application arises more from the amount of property involved and the novelty of the proceeding than from any difficulty in the case itself.

We have been informed by the learned counsel for the Crown, several times during their lengthened arguments, that the respondent does not ask simply the sanction of this Court to the claim of the petitioner as one which it does not desire to resist. but, on the contrary, the Court has been given to understand most distinctly that the respondent makes no concession in favour of the suppliant, and acknowledges no right in it, unless such as may be declared in this litigation, which is to be treated as one hostile and adverse to the Crown. With this statement of the position of the respondent, I proceed to consider the objections taken to the judgment of the Court below, which may be shortly set forth as follows:—

First.—The grant of four millions of acres of land, mentioned in the Acts in question, was made for the building of a *line* of railway from Lake Huron to Ottawa, and, unless this object was effected, the company was not to be entitled to any part of this land.

Second.—Clause 24 of the Act of 1861 embraces the conditions set out in clause 18 of the Act of 1856, and, therefore, before any grant of land is made there must be built, at least, twenty-five miles of the road, called the New Road, and twenty miles of each of the other lines of railway referred to in the Acts in question.

Third.—The portion of railway, in respect of which the present claim is made, is not any part of the line contemplated by the Acts of 1856 or 1861.

Fourth.—This portion of railway was not commenced within the three years provided by the Act of 1865.

Fifth.—The ten per cent. required by section 117 of the General Railway Act, being chapter 66 of the Consolidated Statutes of Canada, was not expended thereon within three years from the passing of the Act of 1865.

Sixth.—The section of railway, in question, should touch at Ottawa, Arnprior and Pembroke, in order to bring it within the Acts which provide for the grant, and, as it does not do so, the petitioner is disentitled to the claim made.

Seventh.—As there has not been any location of the line of the proposed railway, there are not any lands set apart, by any of the sections of the Acts, under which the suppliant claims, and, therefore, no lands defined from which the 340,000 acres asked can be allocated, and this Court is thus without jurisdiction in the matter.

Eighth.—Quebec is a necessary party to these proceedings, and without this Province being before the Court no order can be made adverse to the crown.

These matters are almost all covered by the judgment delivered in the Court below, the reasons for which are so fully and plainly set forth that it renders it unnecessary on this rehearing, where agreeing in the conclusion arrived at, to do more than assent thereto; although we are not relieved, in any measure, from the necessity of investigating at length the matters involved in the judgment appealed from, to ascertain whether or not in our opinion they warrant the results arrived at.

I think it must be admitted on the part of the petitioner that by the Act of 1856, the Legislature intended to devise a scheme whereby such inducements should be held out to a company, as would ensure the accomplishment of that which is pointed out in the preamble of the Act. The object sought to be attained was the opening up of a line of railway communication between Lake Huron and Quebec; and of such importance to the welfare of the country was this considered that it was deemed expedient to grant special encouragement and aid to its construction

The Act shows that the apparent difficulty of building this line was in that portion of it extending from the River Ottawa to Lake Huron ; and a complicated plan was adopted which if carried out would have effected the desired end.

The five railways in existence at the time of the passing of, and referred to in, the Act of 1856, still retained their corporate existence, and another company springing out of the five was formed. Each of the five railways had the power to construct the portions of road assigned to them respectively, and this enabled them to build a line of railway from Quebec to Pembroke. The company formed by the union of the five railways and called the New Company, had the power to construct the balance of the main line, being from a specified point on the River Ottawa to Lake Huron.

Then follow the sections which, while intended to guard against a parting with the inducement held out for the building of the road unless the benefit sought was rendered certain, in reality served as clogs and paralysed the undertaking. I allude to sections 11, 18 and 20. The first of these provided that the railway was not to be commenced until the whole capital of the before mentioned companies had been subscribed; including the amount required to pay the share of each of them in the new company, and until 10 per cent. of the whole stock had been paid up and deposited in some bank, and secured to be applied only for the purposes of the Act.

The second of these sections provided that, when not less than 25 miles of the line of the new company had been finished in a manner equal to that of the Great Western, with all the requirements for the working of the railway; and when each of the companies had in like manner completed a certain proportion of its line of railway, then there should be allotted to the new company a certain portion of the grant of four millions of acres. So that in order to obtain any part of the land grant, there must have been built not only 25 miles of the line of the new company, but also such a portion of the lines of the five companies as would ensure the completion of the line of the new company, and that of each of the other five companies, and thus there must be completed a line from Lake Huron to Quebec, in order to earn the four millions of acres. The last of these sections limited the time within which the work on the new line was to be commenced and completed, and in addition it directed that 20 miles thereof should be finished within three years. In this way, each of the five companies had, by its position in the new company, a voice in its management, and had also a direct interest in its being built, as upon this depended the grants of land to be made; and the completion of the road would furnish a valuable feeder to these eastern lines. For a period of nearly five years nothing was done under this Act, and it was found, as appears from the preamble to the Act of 1861, that the construction of the railway in question was attended with difficulty, in consequence of the want of a "concentrated interest" therein. By this Act, "The Canada Central Railway Company" was incorporated, and this name is given to the new company, in place of the former one of the Lake Huron, Ottawa and Quebec Junction Railway Company. This new company absorbed, amongst other lines, the Bytown and Pembroke Railway Company, and is empowered to construct its road from Lake Huron to the City of Ottawa, by way of Pembroke and Arnprior, and from the City of Ottawa to the City of Montreal.

Independently of section 24 of the Act, it would be difficult to conclude what arrangement was proposed as to the land grant, and whether the Legislature intended it to be distributed when 20 miles of any of the lines were built, or when 20 or 25 miles of the Canada Central Railway were built, or whether it needed 20 or 25 miles of the Canada Central, and certain portions of each of the other lines, to be constructed before any part of the bonus was to be considered as earned. Section 6 of the Act seems to provide simply for a fresh adjustment of the interest of the several companies in the land set apart. Section 9 provides that in place of the whole of the contemplated stock being subscribed, and 10 per cent. thereof paid up, as required by the Act of 1856, there should be only one-tenth thereof subscribed, and 5 per cent. paid up, before the work was to be proceeded with.

This looks rather as if the Act did not contemplate so large an undertaking as that proposed by the former Act, and rather leads to the petitioner's view that the road might from that time be built, if the companies pleased, in single 20 mile sections. Then comes section 24, which in my judgment taken by itself, disposes effectually of the main grounds of defence urged. It begins with dealing with the want of "concentrated interest," which is stated to be the difficulty in carrying out the former Act; and which "concentrated interest" was, I take it, the need in each railway, before it was entitled to a grant, to see that those intended to be co-workers had also fulfilled the share required of them. In its commencement it negatives this position and declares that "it shall not be necessary previous to the railway companies having a right to share in the said land appropriation in virtue of this Act, or any one or more of them, being entitled to have their respective proportions of the said land that any other railway or portion of railway should be made by any other company." It shows then that a contrary rule is from thenceforth to be adopted by saying "but on the contrary so soon as any portion of any of the said railways not less than 20 miles in length, shall be actually completed in a good and permanent manner, with stations, rolling stock, and other appurtenances sufficient for the proper working of such portion of such railway then and thereafter from time to time, upon the completion of *similar portions thereof* or of *any other of the said railways* for the time being, the company which shall have constructed the same shall be entitled to a corresponding proportion of such grant of lands as they would be entitled to under the said Act, 19 & 20 Vict., Cap. 112, as amended by this Act, in the event of each of the companies forming the Lake Huron and Quebec Railway Company complying with the conditions precedent to such grant, provided for by the Act incorporating the said last-mentioned company."

That clause seems to lay down distinctly that a corresponding proportion of the land grant, to which a company would have been entitled on complying with the conditions provided for by the Act 19 & 20 Vict., shall now be given to any of these companies that chooses to build 20 miles of their line in the manner prescribed by the Act. The Legislature may well have considered that the building of 20 miles of any of these roads was such a substantial benefit to the country as justified a grant of land and that having failed to complete the line as a whole, when it was broken up they might be more successful; and that as each section was finished the localities adjoining the section which had not railway communication would push on the undertaking and thus complete the line. To this proposition it was answered, that admitting the above to be the effect of this section, when taken alone, yet notwithstanding this being its evident meaning, it must be controlled by what appears to have been the intention of the Legislature by the Act of 1856—that this Act is not repealed—that the object to be carried out by it existed as much in 1861 as it did in 1856, and although certain clauses of the former Act are repealed, clause 18, which then indicated the system Parliament intended to adopt, in respect of the land grant, still stands and must be taken as governing the present claim. But although clause 18 is not directly repealed, yet where it is not consistent with clause 24 it must be rejected, for according to paragraph 2 of the latter Act "so much of any other section thereof (meaning the former Act) or, of any other Act as is inconsistent with this Act are hereby repealed." As to the proposition that the general intention of the Legislature is to be drawn from the various Acts in question, although such intention may defeat the section under consideration, I say it is not the true rule for the construction of a Statute.

Mr. Broom in his work on "Legal Maxims" at p. 569, commences his discussion on the interpretation of Acts of Parliament with these remarks—"The construction of a statute, like the operation of a devise depends upon the apparent intention of the maker, to be collected either from the particular provisions, or the general 'contents," though not from any general inferences drawn merely from the nature of the objects dealt with by the statute. The courts are bound to give it effect whatever may be their opinion of its wisdom or policy: acting upon the rule as to giving effect to all the words of the statute, a rule universally applicable to all writings, and which ought not to be departed from, except upon clear and strong grounds." Mr. Justice Byles observes that "the general rule for the construction of Acts of Parliament is, that the words are to be read in their popular, natural, ordinary sense, giving them a meaning to their full extent and capacity, unless there is reason upon their face to believe that they were not intended to bear that construction, because of some inconvenience which could not have been absent from the mind of the framers of the Act, which must arise from the giving them such large sense."(a) Chief Baron Pollock says, "In construing an Act of Parliament, when the intention of the Legislature is not clear, we must adhere to the natural import of the words; but when it is clear what the Legislature intended, we are bound to give effect to it, notwithstanding some apparent deficiency in the language used."(b) In delivering the opinion of the judges in the Sussex Peerage case,(c) Chief Justice Tindal says, "The only rule for the construction of Acts of Parliament is, that they should be construed according to the intent of the Parliament which passed the Act. If the words of the statute are in themselves precise and unambiguous, then, no more can be necessary than to expound the words in their natural and ordinary sense. The words themselves alone do in such case, best declare the intention of the law-giver—but, if any doubt arises from the terms employed by the legislature, it has always been held a safe means of collecting the intention, to call in aid the ground and cause of making the statute and to have recourse to the preamble which, according to Chief Justice Dyer, is a key to open the minds of the makers of the Act, and the mischief which they intended to redress." "If," remarked the late Chief Justice Jervis, "the precise words used are plain and unambiguous, in our judgment we are bound to construe them in the ordinary sense, even though it do lead in our view of the case, to an absurdity or manifest injustice. Words may be modified, or varied where their import is doubtful or obscure; but we assume the functions of Legislators when we depart from the ordinary meaning of the precise words used, merely because we see or fancy we see an absurdity or manifest injustice from an adherence to their literal meaning."(d) In Biffin *vs.* Yorke, Mr. Justice Cresswell says "it is a good rule, in the construction of Acts of Parliament that the judges are not to make the law what they may think reasonable, but to expound it according to the common sense of its words." After referring to Miller *vs.* Salomons (e) and other cases, Mr. Broom thus sums up the result of his investigations. "It may then safely be stated as an established rule of construction that an Act of Parliament should be read according to the ordinary and grammatical sense of the words (f) unless being so read it would be absurd or inconsistent with the declared intention of the Legislature to be collected from the rest of the Act."

(a) Birks App. *v.* Allison, 13 C. B. N. S., at p. 23.
(b) Huxham *v.* Wheeler, 3 H. & C., at p. 80.
(c) 11 Cl. & F., at p. 143.

Testing this Act by these authorities and looking at that clause which deals with the manner in which this grant is to be made, and taking the words in their "popular, natural and ordinary meaning," taking "the common sense of the words" so far from their leading to "an absurdity and manifest injustice," I do not find anything on their face to lead to the belief that they were not intended to have the effect it is contended for; the most that can be said of this construction is, that it shews the Legislature between 1856 and 1861 had altered somewhat its railway policy. I think this section says as plainly as it could well be put, that, upon the company in question finishing twenty miles of its line, it might demand a portion of the promised land grant: and I am of opinion that this plain statement cannot be controlled by any general words in the preamble, or elsewhere appearing in the Act which tend to shew that the Legislature expected and desired that the effect of their legislation would be to open up railway communication between Lake Huron and Quebec.

There is another reason, to which no answer was given on the argument of the cause, for concluding that the Legislature did not contemplate a completing by the Canada Central Railway Company of the road from Ottawa to Lake Huron, as the term upon which the lands were to be given. On the 18th September, 1865, the Act was passed which extended the time for the commencement and completion of the Canada Central Railway. This is the Act which it is said required the whole line to be built within five years, in order that any demand for land could be made; and yet on the same day the same Parliament passes an Act depriving this railway of the power of building the whole line within that time, and gives to the Brockville and Ottawa Railway the exclusive right to construct during the whole of these five years that portion of the line extending from Arnprior to Pembroke. Each of the twenty mile sections was not only to be finished in the ordinary acceptation of this term, but it was to be fully equipped and supplied with rolling stock, and in full running and working order, thereby shewing that the Legislature looked upon each portion when finished as a complete line. Doubtless it was thought that along each 20 or 30 miles of the proposed line there would be found some convenient or advantageous stopping place, and that it might not be amiss to allow a five years' trial of this system of building railways. The first two grounds of appeal must, in my judgment, be disposed of against the appellant. The 3rd, 4th, 5th, and 6th objections may conveniently be discussed together. It is clear from the evidence that the portion of railway in question was commenced within the three years and finished and in running order as required by the statute, within the five years contemplated by the Act of 1865. By the Act of 1861, the company had the power to lay out its line from a point on Lake Huron to the City of Ottawa, by way of Pembroke and Arnprior—there was not anything to oblige the company to commence at Lake Huron: it might begin at Ottawa, and, doing so it should, under the Act, have worked from Ottawa to Lake Huron by way of Arnprior and Pembroke—this is just what the company has done. It was not compelled to take a more direct route to Arnprior than it has done. The Act says it shall not diverge more than twenty-five miles from the Ottawa River, and it has kept within this distance. It was not obliged to take the shortest line from Ottawa to Arnprior which would have compelled it, in this short distance, to cross the Ottawa four times nor was it obliged to contend with the probable engineering difficulties, or the competition for the carrying trade which would have in all likelihood followed from a near approach to the course of the river along the line of the railway—whether this particular divergence was reasonable or the reverse is a matter with which we have nothing to do so long as it does not exceed the twenty-five mile limit prescribed by the Act—we cannot sit in judgment on the rules which Parliament has thought fit to lay down for the carrying out of the work it seeks to accomplish. The evidence shews that the shortest practicable route from Ottawa to Arnprior is forty-three miles, that taken by the petitioners is fifty two miles. The company seems in good faith to have run its line as it has from Ottawa in the direction of Lake Huron, touching at Carleton Place. It has there tapped the Brockville and Ottawa railway, and has leased in perpetuity that portion of its line from Carleton Place to Arnprior, and thence to Sand Point, as it had a right to do under its Act. It cannot be said the object of the statute is not thus being carried out as we have already railway communication between Ottawa and Sand Point, and the line is now being pushed on to Pembroke. The contention could not be successfully made that the railway must touch at all the points on their line defined by the Act before it is entitled to a portion of the bonus: for this would oblige it to touch at Ottawa, Arnprior, Pembroke and Lake Huron before it could get an acre of land, and would oblige it in effect to complete the whole line before it could make any claim to the grant. If the company had begun their operations at Lake Huron, and worked twenty miles in an easterly direction toward Pembroke, it would have been entitled, under my reading of the Act, to the bonus for this section; and, to my mind it cannot make any difference that it has commenced at Ottawa, and worked in a westerly direction towards Lake Huron. I think without procuring the portion leased from the Brockville and Ottawa Railway that the petitioner was entitled to claim for the 28½ miles as part of the contemplated line of railway. All that the Legislature meant by referring to the points at which the railway should touch was that the places specified were not to be passed over in constructing the line, and doubtless this will be observed so far as Pembroke is concerned, as it has been in regard to Arnprior, for the obtaining a further bonus will doubtless be made to depend upon the continued observance of this requirement of the Act.

(d) Abley *v.* Dale, 11 C. B. 391.

(e) 6 Scott N. R. 235.

(f) 7 Ex. 546 In Error 8 Ex. 778.

The statute of 1856 limited the time within which the line was to be commenced, 20 miles of it built, and the whole finished. This limitation was imported into the Act of 1861, but as nothing was done under this Act within the specified time, the powers thereunder ceased, and the company had no right to proceed with the work thereby contemplated, until the Act of 1865, which extended the period for commencement to three years and the period for completion to five years from the time of its coming into force. We do not find here the additional limitation contained in the Act of 1856 as to the 20 miles, and I am of opinion that it was not under this last Act required that the company should complete 20 miles of its line within the three years. It is impossible to hold that section 117 of the General Railway Act, (C. S. C., cap. 66,) applies here and governs in this case. The clauses of that Act apply only where the provisions in it are not inconsistent with the Special Act. This company was only compelled, under its Act, to commence the line within three years. It would be adding a burden not contemplated by this Act, to compel the company within three years not only to begin, but to expend ten per cent. of its capital on its line. If the matters dealt with in clause 117 had not been touched by the Act in question, then this Section would form a part of the Act, but as it is otherwise, the company is not in this particular called upon to do more than the special Act of Incorporation calls for. You cannot import from the General Act a clause inconsistent with the rights thus obtained: if it were so, there would be no benefit in a Special Act, and the provisions of the General Act must in all cases prevail.

In order to consider the 7th objection it is necessary once more to return to clause 24, the latter portion of which reads as follows: "And if no ungranted lands of the Crown front on the said railway, then such grant of lands may be made from the vacant lands of the Crown lying within the watershed of the Ottawa River." The railway spoken of in this clause is that railway which, having completed a section of its line, is entitled to a certain grant of land. The clause may be put shortly, as follows: "A railway, complying with the requirements of this section, shall be entitled to a grant of lands and, if no ungranted lands of the Crown front on the said railway so constructed, then such grant may be made from the vacant lands within the watershed of the Ottawa." This seems to indicate clearly that as a section of any railway was completed, the contemplated grant was to be made out of the ungranted lands fronting on such section. The Province of Ontario took the lands situate within it, "subject to any trusts existing in respect thereof and to any interest other than that of the Province, in the same." The Crown lands of this Province, fronting on this 28½ miles of railway, are therefore held subject to the promised grant, and if thereout the same cannot be made, that Province, the lands of which are thus made liable, must, out of its other lands specified in the Act, make good the claim, subject to which it has taken the lands of the Crown within its territory. I think Quebec has the same liability in regard to portions of the lines referred to in the Acts in question, which may be built within its limits. The lands, from which the grant is now claimed, in my judgment, are defined: the Crown holds them as trustee, and Quebec has nothing to do with the present demand, and is not a necessary party to the proceeding.

After giving the cause the best considaration in my power, I have come to the conclusion that the decree in the court below is right and should be affirmed, and this rehearing dismissed with costs.

I deem it but right to add, that the care taken by counsel in their preparation for the argument and the able and lucid manner in which it was presented to the court relieved, at all events, one member of it from the difficulties and complications which the pleadings seemed to foreshadow.

RETURN.

Copy of correspondence regarding the Boundary line between the Province of Ontario and the North-West Territories.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 12th February, 1873.

SCHEDULE OF CORRESPONDENCE REGARDING THE BOUNDARY LINE BETWEEN THE PROVINCE OF ONTARIO AND THE NORTH-WEST TERRITORIES.

1871.
July 14.—Memorandum of J. Sandfield Macdonald, Attorney-General.
" 17.—Letter from H. E. Lieutenant-Governor, Ontario, to Secretary of State for the Provinces.
" 20.—Letter from the Secretary of State for the Provinces to H. E. Lieutenant-Governor, Ontario.
" 31.—Letter from Secretary of State for the Provinces to H. E. Lieutenant-Governor, Ontario.
Sept. 19.—Minute in Council.
" 20.—Letter from Assistant-Secretary Patteson to Hon. Wm. McDougall.
" 21.—Letter from H. E. Lieutenant-Governor, Ontario, to Secretary of State for the Provinces.
" 22.—Letter from Hon. Wm. McDougall to Assistant-Secretary Patteson.
" 26.—Letter from Under Secretary of State for the Provinces to H. E. Lieutenant-Governor, Ontario.
Nov 30.—Letter from Secretary of State for the Provinces to H. E. Lieutenant-Governor, Ontario.
" 28.—Report of the Privy Council.
1872.
Jan. 4.—Minute in Council.
" 6.—Letter from H. E. Lieutenant-Governor, Ontario, to Secretary of State for Provinces.
" 11.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario
March 5.—Letter from Acting Assistant-Secretary Eckart to Hon. Wm. McDougall.
" 9.—Letter from Hon. Wm. McDougall, to Provincial Secretary.
Memorandum on the subject of the Western Boundaries of the Province.
" 14.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario.
Draft of Instructions to Commissioner for Dominion Government.
" 15.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario.
Memorandum of tracing of boundary line.
" 19.—Letter from Acting Assistant-Secretary Eckart to Hon. Wm. McDougall.

1872.
March 19.—Letter from H. E. Lieutenant-Governor, Ontario, to Secretary of State for Provinces.
" 26.—Letter from Provincial Secretary to Hon. Wm. McDougall.
" 26.—Letter from H. E. Lieutenant Governor, Ontario, to Secretary of State for Provinces.
" 25.—Order in Council.
April 5.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario.
" 10.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario.
" 9.—Report of Committee of Privy Council.
" 19.—Letter from H. E. Lieutenant-Governor, Ontario, to Secretary of State for Provinces.
" 19.—Order in Council.
" 22.—Letter from Secretary of State for Provinces to H. E Lieutenant-Governor, Ontario.
May 16.—Letter from Secretary of State for Provinces to H. E. Lieutenant Governor, Ontario.
" 1.—Memorandum of Minister of Justice of the Dominion.
" 16.—Report of Committee of the Privy Council.
" 31.—Letter from H. E. Lieutenant Governor, Ontario, to Secretary of State for Provinces.
" 31.—Order in Council.
June 1.—Letter from Secretary of State for Provinces, to H. E. Lieutenant-Governor, Ontario.
Oct. 1.—Letter from Hon. Wm. McDougall to Provincial Secretary.
Nov. 12.—Letter from Secretary of State for Provinces to H. E. Lieutenant Governor, Ontario.
" 7.—Report of Committee of Privy Council.
1871.
June 13.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario.
" 10.—Letter from Secretary of Public Works, Ottawa, to Secretary of State
1872.
April 26.—Letter from Secretary of State for Provinces to H. E. Lieutenant-Governor, Ontario.
" 24.—Letter from Secretary of Public Works, Ottawa, to Secretary of State.
June 6.—Order in Council.
" 25.—Letter from H. E. Lieutenant-Governor, Ontario, to Secretary of State for Provinces.
July 2.—Letter from Under Secretary of State to H. E. Lieutenant-Governor, Ontario.
" 20.—Letter from Secretary of Public Works, Ottawa, to Provincial Secretary, Ontario. Receipt in duplicate.

The undersigned has the honour to draw the attention of your Excellency to the necessity which exists for the settlement of the true boundary, or division line separating the Province of Ontario from what is known as the North-West Territory. The importance of accomplishing this object was manifest to the Ontario Legislature during its last and the preceding sessions, when an appropriation was voted towards defraying the expenses which might be incurred by a commission to be appointed for the purpose.

The Privy Council at Ottawa also conceiving that action should be taken by them in the matter, obtained an appropriation from the Commons for the same object. It therefore becomes only necessary that a Commission should be appointed by your Excellency and another by the Dominion Government in order that steps may be taken as early as possible, as the season is fast advancing, with a view to carry out the purpose for which the respective grants were made. It is needless to adduce arguments for urging the early ascertainment of the boundary line. The thoroughfare over which numbers of emigrants and others are making their way from Thunder Bay towards Red River requires that they should be protected *en route* and the jurisdiction to which the authority of this Government extends ought to be clearly defined in view of that end, and the same remark would apply to that portion of the road which is beyond our limits.

The undersigned therefore respectfully recommends that your Excellency will be pleased to communicate with the Dominion Government the substance of this memorandum, and to add that this Government, when the Commissioners shall be appointed will be prepared to agree to joint instructions to be given to them as their guide in executing the task to be assigned to them.

(Signed) J. S. MACDONALD.

July 14th, 1871.

GOVERNMENT HOUSE,
TORONTO, 17th July, 1871.

SIR,—I have the honour to call your attention to the necessity which exists for the settlement of the true boundary or division line separating the Province of Ontario from what is known as the North-West Territory.

The importance of accomplishing this object has been recognized both by the House of Commons and the Legislature of this Province, and appropriations made by them for defraying the expense of a commission for that purpose—one member of which to be appointed by His Excellency the Governor-General and the other by myself.

As the season is fast advancing, it is desirable that these appointments be made at as early a date as possible.

It would be superfluous to urge the necessity of having the boundary line in question ascertained without delay.

Numbers of emigrants and others are now making their way from Thunder Bay towards Red River, and, when on the route require to be protected ; with that view it is necessary that the limits of the territory over which the authority of this Government extends, be clearly defined as well as of that over which the Government for the North West Territory holds jurisdiction.

I would add that this Government, on the appointment of the Commissioner, will be prepared to agree to joint instructions to be given them as their guide in executing the task to be assigned to them.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. P. HOWLAND.

The Honourable,
The Secretary of State (Provinces), Ottawa.

OTTAWA, 20th July, 1871.

SIR,—I have the honour to acknowledge the receipt this morning of your despatch, No. 101, of the 17th instant, calling attention to the necessity which exists for defining the true boundary or division line separating the Province of Ontario from the North West Territories. Your despatch will be brought under the early notice of His Excellency the Governor-General in Council.

I have the honour to be,
Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable, W. P. Howland, C. B.,
Lieutenant Governor, Toronto.

OTTAWA, 21st July, 1871.

SIR,—With reference to your despatch, No. 101, of the 17th instant, I have the honour to inform you that His Excellency the Governor-General in Council has been pleased to appoint Eugene E. Taché, Esquire, of the City of Quebec, to be a Commissioner to act on behalf of the Dominion with the Commissioner to be appointed by the Government of Ontario to determine the boundary line between that Province and the North West Territories.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor, Toronto.

Copy of a minute of Council, approved of by His Excellency the Lieutenant-Governor, the 19th September, 1871.

The Committee of Council have had under consideration the communication of the Secretary of State for the Provinces, dated 31st July last, in reply to your Excellency's despatch of the 17th of the same month, in relation to the appointment of a Commission, one member of which should be appointed by the Dominion, and the other by the Ontario Government, to determine the boundary line between the Province of Ontario and the North West Territories, in which the Secretary of State announces that Eugene E. Taché, Esquire, of the City of Quebec, has been named, on the part of that Government, as its Commissioner for that purpose, and the recommendation of the Honourable the Attorney-General, dated 18th September, 1871, in respect thereto.

The Committee advise that a Commissioner, to act for and on behalf of the Ontario Government, be appointed by your Excellency, to confer with and act in the premises with the Dominion Commissioner, and they further respectfully advise that it be an instruction to the said Commissioner to report concerning the western as well as the northern boundary of this Province, and the territory of the Dominion, and that the Honourable William McDougall, C. B., be the said Commissioner for this Province.

Certified.
(Signed) J. G. SCOTT.
C. E. C.

Toronto, 18th September, 1871.

TORONTO, September 20th, 1871.

SIR,—I am commanded by His Excellency the Lieutenant-Governor to inform you that an Order in Council has been passed to the effect that a Commissioner shall be appointed to act on behalf of this Province in the matter of the settlement of the boundary line between Ontario and the North-West Territories. Mr. Eugene E. Taché, of the City of Quebec, has been appointed Commissioner on behalf of the Government of the Dominion, and His Excellency has been pleased to name you as a Commissioner to act in conjunction with that gentleman.

I am to request that you will signifiy to this Department your determination as to the acceptance of His Excellency's nomination at your earliest convenience.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) T. C. PATTESON.
Assistant-Secretary.

Hon. W. McDougall, C.B.,
Toronto.

GOVERNMENT HOUSE.
TORONTO, September 21st, 1871.

SIR,—With reference to correspondence that has passed on the subject of a Commission to settle the boundary line between Ontario and the North-West Territories, I have now the honour of informing you that I have appointed the Honourable William McDougall, C.B., &c., &c., Commissioner on behalf of this Province, to co-operate with Mr. Taché, the nominee of His Excellency the Governor-General in Council.

I have the honour to be,
Sir.
Your obedient servant.
(Signed) W. P. HOWLAND.

The Honourable
The Secretary of State,
Ottawa.

TORONTO, September 22nd, 1871.

SIR,—I have the honour to acknowledge your communication of the 20th inst., informing me that His Excellency the Lieutenant-Governor has been pleased to appoint me, under an Order in Council, Commissioner for the Province of Ontario, in the matter of the settlement of the Boundary line between Ontario and the North-West Territories.

I beg to inform you, in reply, that I accept the appointment, and shall be ready to enter upon the duties of the Commission at any moment.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. MCDOUGALL.

T. C. Patteson,
Assistant-Secretary, &c.

OTTAWA, 26th September, 1871.

SIR,—I have the honour to acknowledge the receipt of your despatch of the 21st instant, stating, with reference to previous correspondence on the subject, that you had appointed the Honourable William McDougall, C. B., a Commissioner on behalf of the Province of Ontario, to co-operate with the Commissioner appointed by the Dominion Government to determine the boundary line between that Province and the North-West Territories.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) G. POWELL,
For the Under-Secretary.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor,
Toronto, Ont.

OTTAWA, 30th November, 1871.

SIR,—I have the honour to transmit to you herewith a copy of an Order of His Excellency the Governor General in Council, on the subject of the granting Mining Licenses and Patents for Lands in the neighbourhood of Lake Shebandowan and in places about the head of Lake Superior.

May I request that you will have the goodness to bring the matter under the early notice of your Government, and communicate to me their views thereon for the information of His Excellency the Governor-General in Council.

I have the honour to be,
Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor,
Toronto.

COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council, on the 28th November, 1871.

On a memo. dated 25th November, 1871, from the Honourable the Secretary of State, submitting that applications have been made to him for mining licenses and patents for land in the neighbourhood of Lake Shebandowan, and in places about the head of Lake Superior and recommending that, pending the locating of the boundary line between the North-West Territory and the Province of Ontario, no action be taken upon these or any similar applications.

And further recommending that the Lieutenant-Governor of Ontario be informed of the course proposed to be taken by your Excellency's Government, and that it be suggested that the Government of that Province should in like manner refrain from granting patents or mining licenses in the region of country about the head of Lake Superior and Lake Shebandowan, until after the boundary line shall have been so located; and further submitting that it is of much consequence that the ascertaining and fixing on the ground of the boundary line in question should be as far as possible expedited.

The committee concur in the above recommendation, and submit the same for your Excellency's approval.

Certified,
(Signed) WM. H. LEE,
Clerk P. C.

To the Honourable
The Secretary of State for Canada &c.

COPY of a Minute of Council approved by His Excellency the Lieutenant-Governor, the 4th January, 1872.

The Committee of Council have had under consideration the communication of the Honourable the Secretary of State for the Provinces, dated 30th November, 1871, transmitting a copy of a report of the Committee of the Privy Council of Canada approved by His Excellency the Governor-General in Council on the 28th November, 1871, wherein it is recommended that pending the locating of the boundary line between the North-West Territory and the Province of Ontario no action should be taken upon applications for mining licenses and patents for land in the neighbourhood of Lake Shebandowan and in places about the head of Lake Superior by the Dominion Government, and suggesting that the Government of Ontario should in like manner refrain from granting patents or mining licenses in the said region until after the boundary line aforesaid should have been established.

The Committee advise that the Secretary of State be informed that the said communication and enclosure have been referred to the Honourable the Commissioner of Crown Lands and that immediately upon his reporting in respect thereof the matter will be taken into consideration by your Excellency, and further that concurring in the statement contained in the said report of council that it is of so much consequence that the ascertaining and fixing on the ground of the boundary line in question should be as far as possible expedited, your Excellency is desirous that the draft instructions proposed to be given to the Commissioner should be at the earliest possible moment submitted for the consideration of your Excellency.

Certified,
(Signed) J. G. SCOTT,
C. E. C.

4th January, 1872.

GOVERNMENT HOUSE,
TORONTO, January 6th, 1872.

SIR,—With reference to your despatch dated 30th November, covering a copy of a report of a Committee of the Privy Council, making certain recommendations as to the issue of patents in the neighbourhood of Lake Shebandowan, and urging the early settlement of the boundary question, I now have the honour to inform you that the subject has been referred to the consideration of the Commissioner of Crown Lands in this Province, and that, as soon as his report upon it can be obtained, the Executive Council will come to a decision in this matter.

In the meantime, I concur in their view expressed in the minutes of the Privy Council, that the boundary line in question should be ascertained and fixed with all possible speed, and to prevent unnecessary delay, would suggest that a draft of the instructions proposed to be given by the Government of the Dominion to the commissioner appointed, be transmitted for the consideration of the Government of this Province at the earliest moment.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. P. HOWLAND.

The Hon. the Secretary of State for the Province,
Ottawa.

OTTAWA, January 11th, 1872.

SIR,—I have the honour to acknowledge the receipt of your despatch of the 6th instant in reply to mine of the 30th November last, in reference to the locating of the boundary line between the north-west territory and the Province of Ontario, near the head of Lake Superior, and suggesting that a draft of the instructions given by the Dominion Government to the commissioner appointed in its behalf be forwarded to your Government.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH HOWE.

The Honourable W. P. Howland, C.B.,
Lieutenant-Governor,
Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, March 5th, 1872.

SIR,—Adverting to the communication from this Department, under date 20th September last, informing you that His Excellency the Lieutenant-Governor had been pleased to appoint you Commissioner on behalf of this Province, in the matter of the settlement of the boundary line between Ontario and the North-West territories, I have now the honour, in pursuance of a conversation that took place some time ago between the President of the Council and yourself, to request you to forward at your earliest convenience, a detailed report upon the whole subject of the north-west boundary, also a report stating your action under the Commission, with the result of any conference you may have had with the Dominion authorities. You will also be good enough to state, for the information of His Excellency the Lieutenant-Governor, your views of the probable action of the Commissioner appointed on behalf of the Dominion, and to offer any suggestions you may consider it desirable to make as to the conduct and probable results of the Commission.

I have the honour to be,
Sir,
Your obedient servant,
I. R. ECKART,
Acting Assistant-Secretary.

Hon. W. McDougall, C.B.,
Toronto.

March 9th, 1872.

SIR,—I have the honour to acknowledge your communication of the 5th inst., in which you refer to a conversation between the Honourable the President of the Council and myself on the subject of the "North-West" Boundary, and (1) request me in pursuance of that conversation to forward a detailed report upon the whole subject, and (2) also to report my action under the Commission of the 20th of September, with the result of any conference I may have had with the Dominion authorities. I observe that you further request me (3) to state for the information of His Excellency my views of the probable action of the Commissioners appointed on behalf of the Dominion, and (4) to offer any suggestions I may think desirable as to the conduct and probable result of the Commission.

I have the honour to state in reply that I have not yet received any instructions from His Excellency as to the time, place, or manner in which I should proceed to execute the commission entrusted to me.

The letter of appointment merely informed me that the object of the Commission was "the settlement of the boundary between Ontario and the North West Territories," and that Eugene E. Taché, Esq., had been appointed on behalf of the Dominion and that His Excellency had named me to act in conjunction with him.

The late Attorney-General, Hon. J. S. Macdonald, on one or two occasions expressed to me verbally his opinion as to the scope of the enquiry and the nature and effect of the report which the Commissioners were expected to make, but gave no official directions in the matter.

I have not yet been put in communication with the Commissioner appointed on behalf of the Dominion, and am therefore unable to report any thing as to his views.

But having twice visited Ottawa in the hope of meeting him, and having conferred with certain members and officers of the Dominion Government on the subject of the Commission, I have formed an opinion as to the nature of the instructions prepared for him, which I beg to submit in the form of a confidential memorandum. I also beg to refer to this memorandum for any further information under the 2nd and 3rd heads mentioned in your letter.

I have collected the greater part of the materials for a report which I expected to make in conjunction with the Commissioner for the Dominion, on that part of the boundary between the Province of Ontario and the Territories of the Dominion which crosses the line of communication between Lake Superior and the new Province of Manitoba, but I regret that certain maps ordered from England, and which, in my judgment will be very important in the event of a serious difference of opinion between the Commissioners or the respective Governments as to this part of the boundary, have not yet reached me.

I presume that the detailed report upon the whole subject of the North-West boundary which you have asked me to forward, is not the final report under my commission, but a preliminary statement for the information of His Excellency of the present position of the question and the opinions I have formed from such documents, maps, and proofs as are accessible to me, of the actual location of the north-western boundary of Ontario, or as to the manner in which it must be determined.

I shall have the honour in two or three days to submit a report of the character referred to in my conversation with the President of the Council, in the form of a preliminary memorandum which I trust will meet the approval of His Excellency.

The 4th and last point mentioned in your letter, viz., an invitation to offer any suggestions I may think desirable "as to the conduct and probable results of the Commission" may be conveniently disposed of in this communication.

Having reason to believe as will appear in the confidential memorandum herewith, that the Commissioner for the Dominion will take the ground that a line *due north* from the junction of the "Ohio" with the "Mississippi" is the legal western boundary of Ontario, or that the *Height of Land* west and north of Lake Superior is the utmost western limit of the Province; and being of opinion myself that the limit is much further west, I do not think we shall be able to agree upon a joint report, or that the respective Governments will adopt, without protracted and perhaps angry discussions, the view of either party; I have therefore suggested in a friendly and unofficial way to members of the Dominion Government, as well as to the late Attorney-General of Ontario, the expediency of appointing before the Commissioners begin their discussson, a *third* person of ability and position, unconnected with Canada, to act as umpire in case of dispute, and the giving to the report of the Commission thus constituted the character of an *award*, subject, of course, to the final approval of Parliament.

So far as I could judge, both Sir J. A. Macdonald and Sir George Cartier, to whom I made the suggestions, viewed it favourably.

I respectfully recommend, in answer to the invitation in your letter, the expediency of a proposition by His Excellency the Lieutenant-Governor of Ontario to the Governor-General for the reconstruction of the boundary commission in the manner suggested. I need not point out the serious inconvenience and embarrassments which would probably follow a disagreement between the Commissioners, concurred in by the respective Governments. Experience teaches but one lesson in these cases, viz., that it is easier and safer to agree upon a reference than upon the details of a settlement, and that two referees are quite as likely to disagree as the original contestants.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) WM. MACDOUGALL,

The Honourable the Provincial Secretary,
Toronto.

PRELIMINARY MEMORANDUM, for the information of His Excellency the Lieutenant-Governor of Ontario, on the subject of the Western Boundary of the Province.

The undersigned, appointed a Commissioner for the Province of Ontario to act in conjunction with a Commissioner on behalf of the Dominion, "in the matter of the settlement of the boundary line between Ontario and the North-West Territories," has the honour, in compliance with the request of the Provincial Secretary, communicated to him by letter, bearing date the 5th March, 1872, to submit the following memorandum upon the subject of the "North-West Boundary."

As the undersigned has not yet been put in communication with the Commissioner on behalf of the Dominion, he is unable to submit a report in conjunction with that officer.

A preliminary statement of his own views as to the true position of the Western Boundary line of the Province, and a brief reference to the authorities and proofs which he has thus far been able to collect in support of the conclusions at which he has arrived, will probably meet the wishes of the Government as expressed in the letter of the 5th inst.

It will be convenient to consider, in the first place, the Western boundary as distinguished from the North-Western or Northern boundary of the Province.

There are are *four* possible lines, any of which it may be contended with more or less plausibility, is the Western boundary of Ontario.

1. The meridian of 88° 50″ west from London, or a line *due north* from the mouth of the Ohio River.

2. A line commencing at the height of land, west of Lake Superior, at the International boundary, and following the water-shed of that Lake, in a north-easterly direction, to the southern limit of Rupert's Land, wherever that may be found.

3. A line from "the most north-western point of the Lake of the Woods," northwards to the southern limit of Rupert's Land.

4. A line northward from the source of the Mississippi River to the southern limit of Rupert's Land.

There is at least a difference of six degrees of longitude between the first, or most Eastern, and the last, or most Western of these lines. In other words, the adoption of the last mentioned line would give to the Province three hundred miles of territory on the West, which would be cut off by the adoption of the first line, including Thunder Bay, and nearly all the mineral lands which have been surveyed or sold in that neighbourhood.

(1.) It is contended by some that the first, or Ohio River meridian, is the true legal boundary of Ontario on the West, because the Imperial Act of 1774, known as the Quebec Act, defined the boundary of Canada after it reached the north-west angle of the Province of Pennsylvania as follows :—

"And thence along the Western boundary of the said Province (of Pennsylvania,) until it strikes the River Ohio, and along the bank of the said river westward to the banks of the Mississippi, and northward to the southern boundary of the territory, granted to the Merchants Adventurers of England trading to Hudson's Bay."

If by the word "*Northward*" the Imperial Parliament meant *North*, or *due North*, (as the Court of King's Bench for Lower Canada held in the trial of De Reimhard in 1818,) then the meridian of 80° 50″ (or whatever the meridian of the right bank of Ohio at its junction with the Mississippi may be ascertained to be,) will be the line which in 1774 formed the Western boundary of Canada.

In the opinion of the undersigned, the word "Northward," in the Act of 1774, does not mean, and was not intended to mean, either "North" or "due north," but "Northerly" or "Northward," along the banks of the Mississippi River to the southern boundary of the territory granted to the Hudson's Bay Company, as will be hereafter shewn.

(2.) The "height of land" limit would take the line about two degrees further West, starting from the present International boundary, and it would then run in a north-easterly direction for about two hundred miles before intersecting the meridian 88° 50″, the supposed limitary line of 1774.

This may be designated the Hudson Bay Company's line, as the only authority for it is to be found in documents and maps emanating from them. It has never, as the undersigned believes, been recognized in any Act of Parliament, or by any Court of Law, nor in any Royal Proclamation as the Western boundary of Canada. It has always been rejected by the Canadian Government as a mere assumption, or rather *usurpation*, on the part of the Company. When, after the Union of the Hudson's Bay Company with the North-West Company of Canada, the new monopoly adopted the ingenious and convenient theory that the Charter of 1670, included all the North-Western territories unwatered by rivers and lakes falling ultimately into Hudson's Bay, they reconstructed their maps, and laid claim to the whole country between the water-shed of Lake Superior and the Rocky Mountains. If it can be proved that this claim of the Company, under their charter, was a legal and valid claim, then the Act of 1774, admitting that the word "Northward" was meant to designate the line of the Mississippi, would not carry the Western boundary of Canada beyond the height of land referred to. "The Southern boundary of the territory granted" to the Hudson's Bay Company would on this theory, have been met with in the now State of Minnesota, about 100 miles south of the present International boundary.

That this was not the construction put upon the charter in 1774, either by the Imperial Government, or by the Company, can be easily shewn. All the maps of that period, even those issued by the Company, placed the Southern boundary of Rupert's Land (on the line of the Mississippi), to the North of the Lake of the Woods, and therefore beyond the water-shed of Lake Superior.

(3.) The line from the North-Western point of the Lake of the Woods will be more conveniently discussed after considering the Mississippi line.

(4.) The contention that the Mississippi River formed the Western boundary of Canada from the passing of the Act of 1774, to the Treaty of Paris (acknowledging the independence of the United States) in 1783, is sustained by the following (among other) facts, proofs, and considerations :—

a. The Act of 1774, as already stated, describes the Western boundary of Canada. That Act is not as explicit or unambigiuous as it might have been. The undersigned thinks he has discovered both the cause of the ambiguity and the means of removing it.

In consequence of the rigid enforcement of the standing order of the House of Commons against strangers, and the printing or publishing of the speeches of members, when the Act of 1774 was passed, no report of the debates which it evoked could be found prior to 1839. In that year (1839) Mr. Wright, editor of the Parliamentary History of England, published an interesting and remarkable report of the debates on the Quebec Government Bill of 1774, taken in short-hand by Sir Henry Cavendish, who was a member of the House of Commons at the time. It was found in the British Museum among the Egerton manuscripts, and is of undoubted authority. From these debates it appears that the Quebec Bill was first carried through the House of Lords. It came down to the Commons, and was there proposed by Lord North, who explained the reason for extending the limits of the Province of Quebec, as fixed by Royal Proclamation in 1763. He mentions expressly "the country westward of the Ohio to the Mississippi, and a few scattered posts to the West," as having been added in order that "there should be some government" for the settlers and traders in these distant countries. (*Cavendish Debates*, pp. 9, 184.) The description in the Bill, as framed by the Government and carried through the Lords, was in these words :—

"Be it enacted that all the said territories, islands, and countries," (referred to in the preamble,) "heretofore part of the territory of Canada in North America, extending Southward to the banks of the River Ohio, *Westward to the Banks of the Mississippi*, and Northward to the Southern boundary of the territory granted to the Merchants Adventurers of England trading to Hudson's Bay, &c., be, and they are hereby during His Majesty's pleasure, annexed to and made part and parcel of the Province of Quebec," &c.

This mode of describing the bounds of the enlarged Province of Quebec is explicit enough. The intention of the Government to make the Mississippi the Western limit of the Province does not admit of doubt. Why was the language of the description altered in the Act as finally passed ? The debates in Committee show that it was done at the instance of Mr. Edmund Burke, who was English Agent for the Province of New York, and was apprehensive that some portion of that Province might be transferred to Quebec by the description as it stood in the Bill. Lord North, to satisfy Mr. Burke and his clients, consented to an alteration by which a *line* of boundary was substituted on the South for the indefinite terms of the Bill. As no private interests were affected by the proposed Western or North-Western boundary, that part of the original description was allowed to remain. The amendment was made in haste, and, as often happens, without any one at the moment noticing its incongruity with the former mode of description. Sir Henry Cavendish gives us the following account of the amendment :—

"The first clause being read there was much puzzling about settling the boundary line. Mr. Edmund Burke, Mr. Jackson, Mr. Baker and Sir Charles Whitworth, went up stairs in order to settle it, while the House was supposed to be proceeding on it. The House continued for at least half an hour, doing nothing in the meantime. The difference was whether the tract of country not inhabited should belong to New York or Canada. At five o'clock Mr. Burke returned with the amendments, some of which were agreed to, others not." (*Cavendish Debates*, p. 253.)

Throughout the debates no objection was made to the Mississippi as the *Western* boundary. There is no evidence of an intention to alter that boundary either by the Government or the Committee, and the conclusion seems irresistible that Parliament, as well as the Government, *intended* that the Mississippi should bound the Province on the West The word "northward" (though its meaning in the Act is different from its meaning in the Bill) is not inconsistent with that intention. The Mississippi, as delineated on the maps of that date, is nearly due North for about 500 miles above the mouth of the Ohio. It forms exactly that kind of boundary for which Mr. Burke contended. "Nothing," says he, "can be more geographically distinguished than water and land. This boundary is physically distinguished ; it is astronomically distinguished." (Referring to the parallel of 45° which had been determined by Commissions at the head of Lake Champlain.) "We have everything that geography, astronomy and general convenience, stronger sometimes than either can give to make this boundary definite." (*Cavendish Debates*, p. 194.)

b. In framing the Treaty of Paris a few years later, the Imperial Government recognized the Mississippi as an existing territorial boundary. All the country East of that river, and South of a line drawn through the middle of the Great Lakes to the most North-Western point of the Lake of the Woods, was surrendered to the United States. All the country *West* of the Mississippi, extending South to the 31° of North latitude, and East to the Atlantic Ocean, was left to its former owners. The Mississippi was supposed at that time to take its rise to the West and North of the Lake of the Woods. (See *Bowen's*, *Mitchell's*, and other Maps by Royal Geographers, 1775 to 1783.)

c. The construction put upon the Act of 1774 by the Court of King's Bench of Lower Canada in De Reimhard's case, cannot now be regarded as an authority. The Court admitted that the question of boundary was brought before them "incidentally." They concluded their judgment on the point as follows :—

"The power of deciding finally is, however, at home. The question will be taken before the King and his Council, and on deciding the limits of Upper Canada, they will either confirm or reverse our decision according as we have done right or wrong, so that as to any consequences that may result from our error, if error we have committed, they will be obviated by the superior authority to whom the question is to be referred."

De Reimhard was charged with murder, and the Court, holding that the place of the crime (some part of the Winnipeg River), was beyond the limits of Upper Canada, asserted their jurisdiction under the Act 43. Geo. 3, c. 138, and convicted the prisoner. He was sentenced to be executed, but the sentence (the case being referred to the Imperial Government), was not carried out. It is believed (and the point can no doubt be ascertained in England), that the Law Officers advised the discharge of the prisoner, on the ground that the Court was mistaken as to the Western limit of Upper Canada. *See Report of Select Committee of Legislature of Canada*, 1857, *Appendix No.* 8, and see *House of Commons Report*, 1857, *on Hudson Bay Company*, p. 397.

d. Chief Justice Draper, who was sent to England in 1857 by the Canadian Government to maintain the claims of Canada against those of the Hudson Bay Company, was examined before the House of Commons Committee, and in answer to question on the subject of the Western boundary of Canada, stated that—

"The only Western boundary which is given to the Province of Canada is the Mississippi River." (*H. B. Report* 1857 ; question 4,133.)

All the documents eminating from the Crown, which will give Western boundary to Canada, give the Mississippi river." (Question 4,134.)

e. The Right Hon. Edward Ellice, the representative of the Hudson Bay Company before the same Committee, did not dispute the claim of Canada on this point. On the contrary he admitted that the Mississippi was its Western boundary. He was asked :—

"Have you ever considered the question of a boundary between your territory and Canada ?"

Answer.—"Yes, I have considered it very much." And after giving his views as to the effects of the Charter, he says :—

"Then, if you come down to the Act of Parliament constituting the boundaries of Canada, which I hold after all to be the great authority on which we must proceed, the Act of Parliament defines the limits of Canada to be bounded *Westward* by the Mississippi, and thence to where the line touches the lands granted to the Hudson Bay Company." *Report* p. 329 ; question 5,833.)

Assuming then that the Mississippi River was the Western boundary of the Province of Quebec, as fixed by the Act of 1774, we must follow that river to its source. According to the best American maps the principal branch appears to take its rise in Lake Itasca on or near the meridian of 95 degrees West longitude, and about 47 degrees North latitude. The Mississippi, as already observed, was supposed in 1774, and even in 1783, to take its rise to the North and West of the Lake of the Woods. If that supposition had proved correct, the point at which the Western boundary of Canada intersects the present international boundary would be easily determined. In what direction must that line be drawn, under the terms of the Act of 1774, when the natural boundary has been traced to its natural termination ? The point to be reached was the Southern boundary of the Hudson Bay Company's territories, or

Rupert's Land. As "Northwards" can no longer be explained or defined by the course of the river it seems that a *due North* line or a line *Northwards* in the general direction or course of the river from the Ohio to its source, are the only alternatives. In case a due North line is adopted which is perhaps the most reasonable, or the least objectionable alternative, the meridian of 95 degrees will be the western limit of Ontario from its intersection with the 49th parallel to the Southern boundary of Rupert's Land, wherever that Southern boundary may be found.

In either of the cases last mentioned the Western limitary line so to be found, will be the most western of the four possible lines discussed in this memorandum. But it remains for the undersigned to mention the evidence which he has discovered in favour of No. 3, or the Lake of the Woods line, and which in his opinion conclusively shows that the Western boundary of Upper Canada at its Southern limit, or starting point, is, and has been, ever since the Treaty of Paris of 1783, or at all events since the 22nd of April 1786, identical, or coterminous, with "the most North western point" of the Lake of the Woods.

1. Interprovincial boundary lines, in the absence of express statutory definition, are fixed by prerogative. In De Reimhard's case the Court said, "Original jurisdiction relative to the Colonial Territories of the King is in the King and his Council."

2. The Act of 1774 did not oust the jurisdiction of the Crown in the matter of boundaries. It established the limits of the Province of Quebec only "during His Majesty's pleasure." (14 Geo. III, Cap. 83, Sec. 1.)

3. In 1786 the King commissioned Sir Guy Carleton as "Governor in chief in and over our Province of Quebec in America, comprehending all our Territories, islands, and countries in North America, *bounded* on the *South* by a line from the Bay Chaleurs," &c., describing the line through the Lakes to Lake Superior, and through that Lake as follows —"thence through Lake Superior Northward of the Isles Royal and Phillippeaux to the Long Lake, thence through the middle of said Long Lake and the water communication between it and the Lake of the Woods to the said Lake of the Woods, thence through the said Lake *to the most North-Western point thereof*, and from thence on a due West course to the River Mississippi, and Northward to the Southern boundary of the Territory granted to the Merchant adventurers of England trading to Hudson's Bay. (*See copy among the Chisholm Papers, Parliamentary Library, Ottawa.*)

It will be seen that this definition of boundary would carry the limitary line on the *West* to the same point (on the parallel of latitude which cuts the most North-western point of the Lake of the Woods) at which the Act of 1774 *intended* to place it, namely the Mississippi River. But it was afterwards discovered that the Mississippi River had its source two degrees to the South of this parallel. In the treaty of Amity, &c., between Great Britain and the United States, of 1794, an article (4) was inserted, admitting a doubt on the point, and providing for a joint survey of the Mississippi, and "if it should appear that the said river would not be intersected by such a line (due West from North-west point of Lake of the Woods) the two parties will thereupon proceed by amicable negotiation to regulate the boundary line in that quarter, as well as all other points to be adjusted between the said parties according to justice and mutual convenience, and in conformity to the intent of the said treaty."

The question was not settled till 1818. By the Treaty of that year, Great Britain surrendered to the United States all the country West of the Mississippi and South of the 49th parallel, "to the Stony Mountains." The line from Lake Superior to the most North-Western point of the Lake of the Woods and the 49th paralled, have since formed the International boundary in that quarter. But the Western boundary of the Province of Quebec, or, since its division into Upper and Lower Canada, of the Province of Upper Canada, was not affected by that surrender of territory.

The Treaty of 1783 had given up all the country East of the Mississippi and South of the present International line. The question, then, seems to be reduced to a single point. Must we stop in our progress Westward at "the most North-Western point of the Lake of the Woods, because that is the last point or distance that can be ascertained on the ground either under the Treaty of 1783, or the Royal Commission of 1786, or may we continue on our *due West* course, not to the Mississippi, but to the meridian of 95 degrees, which, according to one of the alternatives under the Act of 1774, takes the place of that river? In the first case the Western boundary line of Ontario will start from the "most North-

Western point of the Lake of the Woods and run *Northwards* (which, in the absence of any natural or geographical line, must be interpreted to mean *North*) to the Southern boundary of the territory granted to the Hudson Bay Company. The "North-West angle" of the Lake of the Woods, as determined by the Commissioners appointed under the Convention of 1818, is not the most *North-Western* point of that Lake according to Mr. Dawson and other later observers; but an official determination of the point, under treaty with a Foreign power, will probably be deemed binding on all subordinate authorities. In the second case, the meridian of 95 degrees, or a due North line from the source of the Mississippi, will, according to the most authentic maps, place our Western boundary a few miles further West. It is to be observed that this last mentioned line was the boundary of the Province of Quebec, under the Act of 1774; was the line *intended* in the Treaty of 1783, and in the Commission to the Governor, Sir Guy Carleton, in 1786. It is the Western limitary line of the "Canada" of official designation and legal jurisdiction, and it remains unchanged to this day by any Act of Parliament, or exercise of "the pleasure" of the Crown.

In conclusion, the undersigned would observe that the elaborate Report of the Commissioner of Crown Lands in 1857; the instructions to Chief Justice Draper, the agent of Canada in England; and the minute of Council, approved by the Governor, Sir Edmund Head, show that the Government of Canada of that day contended for a still more Western line. The approved "minute" claims that "the Western boundary of Canada extends to the Pacific Ocean." The "Canada" referred to in the minute, and in Mr. Cauchon's Report, was, however the *Canada* of the French, *Nouvelle France*; but the Canada whose boundaries we have now to determine is the *Canada* of the British, after the whole country, East of the Mississippi, had become British by the Treaty of 1763. It is the Canada whose limits were declared by Statute, by Proclamations, Commissions, and other "acts of Sovereign authority," between that date (1763) and the passing of the British North America Act of 1867.

Many additional facts might be adduced, and statutes and documents cited, to support the position that the Western boundary of Ontario is at least as far West as the most North-Western point of the Lake of the Woods; but the *course* of its prolongation Northwards is a question of legal inference. Its *distance* from the International boundary to the Southern boundary of Rupert's Land will depend on the determination of a much more difficult question, viz., Where *is* the Southern boundary of Rupert's Land?

A satisfactory answer to this question will, probably, never be given; but before it can even be suggested, with any approach to historical or legal certainty, an examination of the maps, records and documents in the custody of the Hudson Bay Company will be necessary. As the Company have no longer an interest in maintaining the extravagant territorial claim put forward by them in recent times, such an examination would, no doubt, be readily permitted to any representative of the Province or the Dominion.

OTTAWA, 14th March, 1872.

SIR,—With reference to your despatch No. 138 of the 6th of January last, I have the honour, in compliance with the request therein contained, to transmit to you herewith a copy of the instructions to be given to the Commissioner appointed to act on behalf of the Dominion of Canada, in the survey and location of the boundary line between the North-West Territories and the Province of Ontario.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.
Lieutenant-Governor, Toronto, Ontario.

Draft of Instructions to be given to the Commissioner appointed to act on behalf of the Dominion of Canada, in the Survey and Location of the Boundary Line between the North-Western Territories and the Province of Ontario, in conjunction with a Commissioner to be appointed by the Government of Ontario.

1. The boundary in question is clearly identical with the limits of the Province of Quebec, according to the 14th Geo. III. ch. 83. known as the "Quebec Act," and is described in the said Act as follows, that is to say: Having set forth the westerly position of the southern boundary of the Province as extending along the River Ohio "*westward to the banks of the Mississippi*" the description continues from thence (i. e. the junction of the two rivers) *and northward to the southern boundary of the territory granted to the Merchant Adventurers of England trading to the Hudson's Bay.*

Having determined the precise longitude, west of Greenwich, of the extreme point of land making the junction of the north and east banks respectively of the said river, you will proceed to ascertain and define the corresponding point of longitude or intersection of the meridian passing through the said junction with the international boundary between Canada and the United States.

Looking, however, to the tracing enclosed, marked A., intended to illustrate these intersections, it is evident that such meridian would intersect the international boundary in Lake Superior.

Presuming this to be the case, you will determine and locate the said meridian, the same being the westerly portion of the boundary in question, at such a point on the northerly shore of the said lake as may be nearest to the said international boundary, and from thence survey a line due south to deep water, making the same upon and across any and all points or islands which may intervene, and from the point on the main shore formed as aforesaid, draw and mark a line due north to the southern boundary of the Hudson's Bay Territory before mentioned. This will complete the survey of the westerly boundary line sought to be established.

You will then proceed to trace out, survey and mark, eastwardly, the aforementioned *southern boundary of the territory granted to the Merchant Adventurers of England trading to Hudson's Bay.*

This is well understood to be the height of land dividing the waters which flow into Hudson's Bay from those emptying into the valleys of the great lakes, and forming the northern boundary of Ontario; and the same is to be traced and surveyed, following its various windings till you arrive at the angle therein between the Provinces of Ontario and Quebec, as the latter is at present bounded, having accomplished which the same will have been completed.

Your requisition for such assistance, scientific and otherwise, as may be necessasy to enable you to determine the necessary longitudes with precision, and to effect the practical surveying operations in the field and for such instruments as may be required, will receive due consideration.

Further instructions relating to the character of the boundary marks to be erected, and conveying other information which you will probably require, will be duly sent you.

Ottawa, 15th March, 1872.

Sir,—With reference to my letter of the 14th instant, I have the honour to transmit to you herewith, a tracing, which it is requested, may be substituted for that which accompanied the draft of instructions to be given to the Commissioner appointed by the Dominion in the survey and location of the Boundary Line between the North West Territory and the Province of Ontario, a copy of which was enclosed in my letter above referred to.

May I request that you will have the goodness to cause the tracing for which the enclosed is substituted, to be returned to this Department.

I have the honour to be, Sir,
Your obedient servant,
(Signed) Joseph Howe,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor, Toronto.

MEMORANDUM.

Copy of a tracing, showing Boundary Line between Dominion and Province of Ontario.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 19th March, 1872.

SIR,—I am commanded to request that you will at the earliest possible moment, submit to the Government the further report promised by your last communication. It is extremely important that the Government should receive this report as soon as possible.

I have the honour to be, Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assistant Secretary.

Hon. William McDougall, C. B.,
&c., &c., &c., Toronto.

GOVERNMENT HOUSE
TORONTO, 19th March, 1872.

SIR,—I have the honour to acknowledge the receipt of your despatches of the 14th and 15th instant, enclosing tracings with reference to the Boundary Line between this Province and the North West Territories, and to return herewith, as requested, the tracing enclosed in your former despatch.

I have the honour to be, Sir,
Your obedient servant,
(Signed) W. P. HOWLAND.

To the Honourable
The Secretary of State, Provinces,
Ontario.

PROVINCIAL SECRETARY'S OFFICR,
TORONTO, 26th March, 1872.

SIR,—I have the honour to transmit herewith, a copy of an Order in Council, approved of by His Excellency the Lieutenant-Governor, having reference to the proposed settlement of the Boundary Line between the Province of Ontario and the North West Territories; and also, a copy of the instructions given by the Dominion Government to the Commissioner appointed to act on its behalf in the matter. I am, at the same time, commanded by His Excellency the Lieutenant-Governor, to direct you to abstain from taking any further action as Commissioner for this Province.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.

Hon. William McDougall, C. B.,
Toronto.

GOVERNMENT HOUSE,
TORONTO, 26th March, 1872.

SIR,—With reference to your despatch, dated 14th instant, relating to the location of the Boundary Line between the Province of Ontario and the North-West Territories, I have the honour to transmit herewith a copy of an Order in Council, approved on the 25th instant, having regard to that matter.

I have, at the same time, to intimate that the Commissioner appointed on behalf of my Government has been instructed to abstain from any further action under his commission.

I have the honour, to be, Sir,
Your obedient servant.
(Signed) W. P. HOWLAND.

The Honourable the Secretary of State,
(Provinces), Ontario.

COPY of an Order in Council, approved by His Excellency the Lieutenant-Governor, the 25th day of March, A.D. 1872.

The Committee of Council have had under consideration the despatch, dated 14th March instant, from the Secretary of State for the Provinces to your Excellency, together with the instructions transmitted therewith, and the Report of the President of the Council, dated 22nd March instant, in reference thereto.

The Committee advise that the Government of Canada be informed that the Province of Ontario claims that the Boundary Line is very different from the one defined by the said instructions, and cannot consent to the prosecution of the Commission for the purpose of marking on the ground the line so defined, and that the Commissioner appointed by the Government of Ontario should be instructed to abstain from taking any further action under his commission.

Certified.

(Signed) J. G. SCOTT,
Clerk, Executive Council, Ontario.

13th January, 1873.

OTTAWA, 5th April, 1872.

SIR,—I have the honour to acknowledge the receipt of your despatch, No. 444, of the 26th ultimo, covering a certified copy of a minute of your Executive Council, passed on that day, on the subject of the location of the Boundary Line between the Province of Ontario and the North-West Territories, and at the same time intimating that the Commissioner appointed by your Government to act on their behalf in fixing the said boundary has been instructed to abstain from any further action under his commission.

I have the honour to be, Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C.B.,
Lieutenant-Governor,
Toronto, Ontario.

OTTAWA, April 10th, 1872.

Sir,—I have the honour to transmit, for the consideration of your Government, a certified copy of an Order of His Excellency the Governor-General in Council on your despatch, of the 26th ultimo on the subject of the location of the boundary line between the Province of Ontario and the North-West Territories. Permit me to call your attention to the concluding paragraph of the Order in Council, and, for the reasons therein set forth, to invite your Government to communicate their opinion on the subject discussed in the Order, together with a description of the boundary line which they would suggest as the correct one.

I have the honour to be, Sir,
Your obedient servant.
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland,
Lieutenant-Governor,
Toronto.

COPY of a report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council, 9th April, 1872.

On the despatch of the Lieutenant-Governor of Ontario, dated 26th March last, on the subject of the location of the Boundary Line between the Province of Ontario, and the North-West Territories, the Committee of the Privy Council beg leave to report:

That a despatch from the Secretary of State for the Provinces to the Lieutenant-Governor of Ontario, dated 30th November last, based upon a Minute of Council of the 28th November, it was suggested to the Government of Ontario that it was of great consequence that the ascertaining and fixing, on the ground, of the Boundary Line in question, should be as far as possible expedited. That the Lieutenant-Governor in his despatch of the 6th January last, expressed his concurrence in the necessity for immediate action, and to prevent unnecessary delay, suggested that a draft of the instructions proposed to be given to the Commissioner appointed on behalf of the Dominion, to locate the line, should be transmitted for the consideration of the Government of Ontario at the earliest moment.

That with the view of meeting the desire so expressed, a draft of the proposed instructions was transmitted to the Lieutenant-Governor by despatch dated the 14th March last, and

That the Lieutenant-Governor in reply transmitted, with the despatch of the 26th March, now under consideration, an Order of his Executive Council to the following effect:

"The Committee advise that the Government of Canada be informed that the Province of Ontario claims that the Boundary Line is very different from the one defined by the said instructions, and cannot consent to the prosecution of the Commission for the purpose of marking on the ground the line so defined, and that the Commissioner appointed by the Government of Ontario, should be instructed to abstain from taking any further action under his commission."

The Committee of the Privy Council regret that the Government of Ontario, while expressing their difference of opinion from that of the Dominion, omitted to give their own views on the subject, and they did not state what their claim as to the location of the Boundary Line was—as it is of the greatest consequence to the peace and well-being of the country in the vicinity of the dividing line, that no questions as to jurisdiction or the means of prevention or punishment of crime should arise or be allowed to continue, the Committee recommend that the Government of Ontario be invited to communicate their opinion on the subject to your Excellency, together with a description of the Boundary Line which they would suggest as the correct one.

Should it be found after an interchange of opinions that the two Governments cannot agree as to the location of the line, the Committee do not doubt that both Governments will feel it their duty to settle, without delay, upon some proper mode of determining, in an authoritative manner, the true position of such boundary.

Certified,
(Signed) WM. H. LEE,
Clerk, P.C.

GOVERNMENT HOUSE,
TORONTO, 19th April, 1872

SIR,—Adverting to the correspondence that has taken place with reference to the settlement of the Boundary Line between the Province of Ontario and the North West-Territories.

I have now the honour to transmit a copy of an Order in Council approved this day, having regard to that question and to invite the attention of the Dominion Government thereto.

I have the honour to be, Sir,
Your obedient servant,
(Signed) W. P. HOWLAND,

The Honourable
The Secretary of State, Provinces,
Ottawa.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor the Nineteenth day of April, A.D. 1872.

The Committee of Council have had under consideration the despatch from the Secretary of State for the Provinces of the 10th instant, on the subject of the Boundary Line of Ontario and the copy of an approved Minute of the Privy Council of Canada enclosed. In this Minute the Privy Council regrets "That the Government of Ontario, while expressing their difference of opinion from that of the Dominion, omitted to give their own views on the subject, and did not state what their claim as to the location of the Boundary was."

The Committee would observe that the despatch on which their Minute was founded did not contain any invitation to the Government of Ontario to express its views or state its claim. The Government of Ontario is now invited to do so, and the Committee advise that the Government of Canada should be informed that this Government proposes the boundary contained in the annexed description.

The Committee further advise that the Government of Canada should be informed that, as to the western limit, in the opinion of this Government there are grounds for maintaining the contention of former Governments of Canada that the limit of Ontario is further west than the one proposed in the description, and that while this Government is prepared, in view of all the circumstances, to agree to the western limit so proposed in case the same is accepted by the Government of Canada, this Government does not consider itself bound by the proposal in any other event.

As to the northern limit it will be observed from the description, that this Government maintains the position, which is supported by the contentions of all former Governments, and by the indisputable facts that the northern boundary lies north of the watershed of the St. Lawrence system, the line of which watershed is the northern boundary laid down by the Government of Canada, and the Committee advise that the Government of Canada should be informed that, in view of all the circumstances, this Government will be prepared in case its position as to the northern boundary is agreed to by the Government of Canada, to consider any proposal which may be made by that Government for the establishment of a conventional limit to the north of that watershed.

Certified,

(Signed,) J. G. Scott,
Clerk, Executive Council, Ontario.

January 13th, 1872.

(Proposed Description referred to in the annexed Minute of Council.)

The Boundary Line of Ontario is the international boundary from the mouth of the Pigeon River on Lake Superior to a point west of the Lake of the Woods, where the international boundary line would be intersected by a line drawn north from the source of the Mississippi River; thence the Boundary Line of Ontario runs north to the point of intersection of the southern boundaries of the Hudson's Bay Territories; thence the Boundary Line of Ontario is the southern boundary of those Territories to the point where that boundary would be intersected by a line drawn north from the head of Lake Temiscaming.

Ottawa, 22nd April, 1872.

Sir,—I have the honour to acknowledge the receipt of your despatch of the 19th inst., adverting to previous correspondence with reference to the settlement of the Boundary Line between the North-West Territories and the Province of Ontario, and covering a copy of an Order of your Executive Council in relation to that question.

I have the honour to be, Sir,
Your most obedient servant,
(Signed.) Joseph Howe,
Secretary of State for the Provinces.

The Honourable W. P. Howland,
Lieutenant-Governor, Toronto.

OTTAWA, 16th May, 1872.

SIR,—Referring to your despatch of the 19th ultimo, covering an Order in Council of the Government of Ontario, of the same date, on the subject of the Northern and Western Boundaries of that Province, I have the honour to enclose, for the information of your Government, a copy of an Order of the Governor-General in Council, dated to-day, together with a copy of the memorandum of the Honourable the Minister of Justice mentioned therein.

2. I am, at the same time, for reasons set forth in the memorandum, to invite the Government of Ontario to concur with the Government of Canada in a statement of the case now in dispute between the said Governments respecting such boundaries for immediate reference to the Judicial Committee of the Privy Council, with the view to a settlement by a judgment or decision of that tribunal of the Western and Northern Boundaries of Ontario.

3. I am also to urge upon the Government of Ontario the necessity, in view of the facts stated in the last paragraph of the accompanying memorandum, of arranging with the Government of the Dominion for some joint course of action as to the granting of land and of mining licenses, reservation of royalties, &c., in the portion of territory in controversy, and for this purpose I have to request you to move your Government to appoint a Commissioner, to meet the Honourable J. C. Aikens to arrange such joint system, on the understanding that any such arrangement when ratified by the two Governments shall be held to bind both, and shall be subject to the decision of the Judicial Committee of the Privy Council upon the question of the boundaries, and that after such decision titles to lands or mining rights shall be confirmed by the Government, whether of Canada or of Ontario, as shall under the decision of the Privy Council be the proper party to legalize the same.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable Wm. P. Howland, C.B.,
Lieutenant Governor,
Toronto.

DEPARTMENT OF JUSTICE,
OTTAWA, May 1st, 1872.

With reference to a despatch of the Lieutenant-Governor of Ontario of the 19th April transmitting an Order in Council of that Province of the same date, on the subject of the Northern and Western Boundaries of the Province of Ontario, and in which the Government of that Province transmits a description of what it holds those boundaries to be.

The undersigned has the honour to report that a considerable difference exists between the Government of Canada and that of Ontario, in respect to the said Northern and Western Boundaries of Ontario, and until such boundaries are properly ascertained and defined, no criminal jurisdiction can be effectively established or exercised in the disputed territory. Having reference to the prospect of a large influx of people into the North-West Territories, it is very material that crime should not go unpunished or unprevented, and in this view the undersigned has the honour to suggest that the Government of Ontario be invited to concur in a statement of the case for immediate reference to the Judicial Committee of the Privy Council of England, with a view to the settlement by a judgment or decision of that tribunal of the Western and Northern Boundaries of Ontario.

This is the more necessary, as no conventional arrangement between the two Governments as to boundary can confer criminal jurisprudence on the Courts of Ontario, unless the place where any crime may be committed is by law within the Province.

The undersigned has the honour also to call attention to the fact that the mineral wealth of the north west country is likely to attract a large immigration into those parts, and with a view to its development, as well as to prevent the confusion and strife that is certain to arise and continue among the miners and other settlers so long as the uncertainty as to boundary exists, the undersigned begs leave to recommend that the Government of Ontario be urged to arrange with that of the Dominion for some joint course of action as to the granting of land and of mining licenses, reservations of royalties, &c., and for this purpose he would suggest that the Government of Ontario be moved to appoint a Commissioner to meet the Honourable J. C. Aikens and arrange some joint system; and that any such arrangement, when ratified by the two Governments, shall be held to bind both, and shall be subject to the decision of the Judicial Committee of the Privy Council upon the question of boundary; and that after such decision, titles to lands or mining rights shall be confirmed by the Government, whether of Canada or of Ontario, as shall under the decision of the Judicial Committee be the proper party to legalize the same.

All of which is respectfully submitted.

(Signed) JOHN A. MACDONALD.

COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General on the 16th May, 1872.

The Committee of Council have had under consideration the annexed Memorandum, dated May 1st, 1872, from the Honourable the Minister of Justice, having reference to the settlement of the question of the Northern and Western Boundaries of the Province of Ontario, and they respectfully report their concurrence in the recommendations submitted in the said Memorandum, and advise that the same be approved and adopted.

(Certified)
(Signed) WM. H. LEE,
Clerk P. C.

To the Honourable
The Secretary of State, &c. &c., for the Provinces.

GOVERNMENT HOUSE,
TORONTO, 31st May, 1872.

SIR,—I have the honour to transmit herewith a copy of an Order in Council approved this day, having reference to the settlement of the Boundary Line between the Province of Ontario and the North-West Territories, and to invite the early attention of the Dominion Government thereto.

I have the honour to be, Sir,
Your obedient servant,
(Signed) WM. P. HOWLAND.

The Honourable
The Secretary of State for the Provinces,
Ottawa.

COPY of an Order in Council, approved by His Excellency the Lieutenant-Governor, the thirty-first day of May, A. D. 1872,

The Committee of Council have had under consideration the Despatch from the Secretary of State for the Provinces of the 16th May, with the Minutes of Council and Memorandum of the Minister of Justice enclosed in that Despatch, all relating to the settlement of the question of the Northern and Western Boundaries of the Province of Ontario.

The Committee of Council regrets that the Government of Canada does not propose, in any respect, to modify its views with reference to these boundaries, opposed as those views are to the general tenour of the expressions and conduct of the Governments of the late Province of Canada and of the Dominion in the past.

The Committee of Council also regrets that the Government of Canada is not prepared to negotiate, for the purpose of arriving at a conventional arrangement as regards the boundaries.

The Committee infers that the Government of Canada disapproves of that course, in consequence of the difficulty stated in the following extract from the Memorandum of the Minister of Justice :—"This is the more necessary, as no conventional arrangement between the two Governments as to boundary can confer criminal jurisdiction on the Courts of Ontario, unless the place where any crime may be committed is by law within the Province."

The Committee desires to call attention to the 3rd clause of the Act of the Imperial Parliament, passed 29th June, 1871, chap. 28, which is in these words:—"The Parliament of Canada may from time to time, with the consent of the Legislature of any Province of the said Dominion, increase, diminish, or otherwise alter the limits of such Province, upon such terms and conditions as may be agreed to by the said Legislature, and may, with the like consent, make provision respecting the effect and operation of any such increase or diminution or alteration of territory in relation to any Province affected thereby."

It appears to the Committee that under the operation of this clause it is quite possible to arrive at a conventional settlement of the question by the joint action of the Executive and Legislative authorities of the Dominion and of the Province.

With reference to the emergency arising out of the expected immigration during this spring and summer, it appears to the Committee that a short Act of the Parliament of Canada, providing that the boundaries of the Province of Ontario should, for the purposes of criminal jurisdiction and so far as the Parliament of Canada can provide, be decreed, pending the settlement of the question, to extend as far as the limits which are specified in the memorandum transmitted to the Government of Canada by this Government, would, though open to some objection, afford the best practicable solution of that difficulty.

With reference to the proposed submission to the Judicial Committee of the Privy Council, this Committee begs to observe that the solution of the boundary question depends upon numerous facts, the evidence as to many of which is procurable only in America, and the collection of which would involve the expenditure of much time, and upon the whole the Committee is of opinion that the more satisfactory way of settling the question, should the Government of Canada still decline to negotiate for a conventional boundary, would be by a reference to a Commission sitting on this side of the Atlantic, and the Committee recommends that without for the present dealing definitely with the proposal of the Government of Canada for a reference to the Judicial Committee, this counter-suggestion should be made to that Government.

The Committee of Council entertains a strong conviction that it is the duty of the Government of Ontario to retain in the meantime the control of the lands within the boundaries claimed by it, but as it is anxious that the policy of the Government with reference to the disposition of these lands should, so far as practicable, conform to the views of the Government of Canada, the Committee agrees that an effort should be made to avoid the possible difficulties arising from the claims put forward by that Government, and with this view the Committee recommends that the Honourable R. W. Scott should be requested to confer with the Honourable J. C. Aikens, as proposed by the despatch of the 16th May.

Certified, (Signed) J. G. SCOTT,
Clerk, Executive Council, Ontario.

14th January, 1873.

OTTAWA, 1st 1872.

SIR,—I have the honour to acknowledge the receipt of your despatch of the 31st ultimo, covering a Copy of an Order of your Executive Council, having reference to the settlement of the Boundary Line between the Province of Ontario and the North-West Territories.

Your despatch and its enclosure will be brought under the early notice of the Governor General in Council.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C.B.,
Lieutenant-Governor,
Toronto.

TORONTO, October 1st, 1872.

SIR,—I had the honour to receive your letter of the 26th March, 1872, in which you stated you were commanded by His Excellency the Lieutenant-Governor to direct me to abstain from taking any further action as Commissioner for the Province in the matter of the boundary line between Ontario and the North-West Territories.

I accepted the commission on the 22nd September, 1871, and immediately devoted myself to an examination of the history and legal bearings of the question, in which I was still engaged when His Excellency directed me to abstain from all further action as Commissioner. I beg now to submit my account for services during the time I held the commission.

The late Attorney-General stated, in answer to my enquiry when he asked me to accept the commission, that my remuneration would be at least six dollars a day and expenses, but I have received no written or official notification on the subject.

My account will be as follows:—

1872.	
To 187 days, at $6	$1122
To expenses of two visits to Ottawa, stationery, printing, maps, etc.	185
	$1307
Cr., By cheque on account	400
	$907

I shall be obliged if you will submit the above for His Excellency's approval as soon as may be convenient.

I have the honour to be, Sir,
Your obedient servant,
(Signed) WM. MCDOUGALL,

The Honourable Peter Gow,
Provincial Secretary,
Toronto.

Memorandum.

Warrant and cheque for $907 on account of the within, issued this day.

(Signed) W. R. HARRIS,
Accountant, Treasury Department.

Toronto, November 12th, 1872.

OTTAWA, 12th November, 1872.

SIR,—With reference to your Despatch of the 31st May last, and its enclosures, I have the honour to transmit to you herewith, for the information of your Government, a Copy of an Order of His Excellency the Governor-General in Council, on the subject of the Northern and Western Boundaries of the Province of Ontario.

I have the honour to be, Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor, Toronto.

COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General, the 7th November, 1872.

The Committee of Council have had under consideration the Despatch from the Lieutenant-Governor of Ontario, of the 31st May last, transmitting a further Order in Council of that Province, on the subject of its Northern and Western Boundaries.

The Committee have the honour to report, that the importance of obtaining an authoritative decision as to the limits, to the North and to the West of the Province of Ontario, has already been affirmed by Minute in Council.

That the establishment of criminal and civil jurisdiction, and the necessity of meeting the demands of settlers and miners for the acquisition of titles to lands, combine to render such a decision indispensable. In reference to the Northern Boundary, the Government of Ontario contend that it lies to the North of the Watershed, which divides the waters running to the South from those which run towards the Hudson's Bay: and offer

"Should this view be acceded to by the Government of the Dominion, to consider any proposal which may be made to them by that Government, for the establishment of a conventional limit to the North of that Watershed."

And as regards the Western Boundary Line they state, that it may be defined by a line drawn North, from a point West of the Lake of the Woods, and in the 49th Parallel of North latitude where that parallel would be intersected by a line drawn North from the source of the Mississippi River, and from thence to the point of intersection with the southern boundary of the Hudson's Bay Territory; but reserve in the event of such a line not being agreed to by the Canadian Government, the right to contend that the boundary of Ontario is still further to the West.

The Northern Boundary of Ontario, the Government of the Dominion believe to be the line of the Watershed, separating the waters which run towards Lake Superior from those which run towards Hudson's Bay and the Western Boundary, a line drawn in accordance with the provisions of 14 George III, chapter 83, from the conflux of the Mississippi and Ohio Rivers Northward, (that is by the shortest Northward course) to the southern boundary of the Hudson's Bay Company's Territory, with the divergent views thus held by the respective Governments, and considering the limits within which the Government of Ontario propose to circumscribe the possible conventional boundaries, the difficulties which would attend an attempt to arrive at a settlement of the present differences between the two Governments in that mode are manifest, and in the opinion of the Committee, too great to render such an attempt expedient.

To place the territory in dispute, pending the settlement of the question, within the limits of Ontario for criminal purposes, as suggested in the Order in Council of that Province of the 31st of May, whilst not at all providing for the sale or management of lands or granting titles thereto, or for civil jurisdiction would, there is good reason to apprehend, be beyond the powers conferred by the "British North American Act of 1867," and would be objectionable not only as tending to render one party to the dispute less anxious possibly for its settlement, but also, as calculated to exercise a prejudicial influence in the ultimate assertion of the rights of the Dominion.

The Government of Ontario without for the time dealing definitely with the proposal of the Government of Canada, for a reference to the Judicial Committee of the Privy Council observe, that "the solution of the boundary question depends upon numerous facts, the evidence of many of which is procurable only in America, and the collection of which would involve much time, and suggests that the more satisfactory way of settling the question, should the Government of Canada still decline to negotiate for a conventional boundary, would be by a reference to a Commission sitting on this side of the Atlantic."

The Committee are of opinion that the evidence upon which the decision of the boundaries in question would depend, is chiefly, if not altogether of a documentary character, and would be found rather in the imperial archives than in America, and that any which exist here might readily be supplied, whilst an authoritative decision by the Judicial Committee of the Privy Council would be final, and command that general assent which is so important in endeavouring to adjust questions of an inter-provincial character.

There are objections also to this proposal, as regards the mode of conferring legal powers upon such a Commission, which it would be found very difficult, if not impossible to deal with, and the Committee doubt whether any other tribunal than that of the Queen in Council would be satisfactory to the other Provinces of the Dominion in the decision of questions in which they have a large interest, the importance of which is by current events being constantly and rapidly augmented, and they respectfully recommend that the proposition for a reference to Her Majesty in Council be renewed to the Government of Ontario. They recommend therefore that a copy of this minute, if approved, be transmitted to the Lieutenant-Governor of Ontario, by the Secretary of State for the Provinces.

Certified. (Signed) W. A. HIMSWORTH,
C. P. C.

OTTAWA, 13th June, 1871.

SIR,—I have the honour to transmit to you, herewith, a copy of a letter from the Department of Public Works, together with the accounts and vouchers therein referred to.

May I request that you will have the goodness to bring these documents under the early notice of your Goverement.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces

The Honourable W. P. Howland,
Lieutenant-Governor, Toronto.

PUBLIC WORKS, OTTAWA, 10th June. 1872.

SIR,—I have the honour to enclose herewith, sundry accounts, with vouchers of an expenditure amounting to $797 09, seven hundred and ninety-seven dollars and nine cents disbursed by Mr. T. J. Dawson in charge of the Red River route—for the maintenance of a police force at Thunder Bay. The Minister of Public Works requests that you will be good enough to present the same to the Ontario Government for payment.

I have the honour to be, Sir,
Your obedient servant,
(Signed) F. BRAUN,
Secretary.

The Honourable the Secretary of State,
&c. &&. &c.

OTTAWA, 26th April, 1872.

SIR,—I have the honour to transmit to you herewith, for the consideration of your Government, a copy of a letter from the Secretary of the Department of Public Works, together with the account therein referred to, amounting in all to the sum of four thousand and thirty-five dollars and seventy-four cents, for the maintenance of a police force at Thunder Bay, and for cash advances, etc., for the Court House at Prince Arthur's Landing.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor, Toronto.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 24th April, 1872.

SIR,—I am directed to transmit herewith, an account against the Province of Ontario. for maintenance of police force at Thunder Bay, and cash advances, &c., for Court House at Prince Arthur's landing, amounting to $4,035 74, and to request that application may be made to the Government of that Province for an early settlement of the same.

I have the honour to be, Sir,
Your most obedient servant,
F. BRAUN,
Secretary.

Honourable the Secretary of State for the Provinces,
Ottawa.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-sixth day of June, A.D. 1872.

The Committee of Council have had under consideration the despatch of the Secretary of State for the Provinces to His Excellency the Lieutenant Governor, dated the 26th April, 1872, enclosing a letter from the Department of Public Works of Canada, requesting the transmission of an account against the Province of Ontario for maintenance of police force in Thunder Bay and cash advanced &c. for Court House at Prince Arthur's Landing amounting together to $4,035 74. The items in connection with the Court House at Prince Arthur's Landing amounting to $793 91 and $215 02, making together $1008 93, are correct, and cheques have been issued for these amounts, and the Committee recommend that they should be transmitted to the Secretary of State.

With reference to the other items in connection with the maintenance of police force the Committee have been unable to ascertain the authority from the Province of Ontario upon which the Province is asked to pay the amount, and the Committee recommend that the Secretary of State be requested to furnish that authority.

The Committee agree in the view of the Government of Canada that Thunder Bay and that part of the Red River Road, the construction of which has given rise to the claim is within the limits of the Province of Ontario, but they feel bound to observe that the Government of Canada is at this moment preferring a claim to that territory as beyond the limits of Ontario.

Certified,
(Signed) J. G. Scott,
Clerk, Executive Council Ontario.

Government House,
Toronto, 25th June, 1872.

Sir,—Adverting to your despatch under date 26th April last, enclosing a copy of a letter from the Secretary of the Department of Public Works of Canada together with certain accounts therein referred to, amounting to the sum of $4,035 74 for the maintenance of a police force at Thunder Bay, and for cash advances for the Court House at Prince Arthur's Landing, I have the honour to transmit herewith cheques of the Treasury Department Ontario, Nos. 782 and 783, drawn in favour of the Dominion Government for the sums of $215 02 and $793 31, respectively being in discharge of items in connection with the Court House at Prince Arthur's Landing.

With reference to the other items in connection wifh the maintenance of a police force at Thunder Bay, I have at the same time to intimate that my Government has been unable to ascertain the authority from the Province of Ontario upon which the Province is now asked to pay these amounts, and I have, therefore, to request you to be good enough to state for their information the authority upon which the expenditure in question has been made.

While my Government fully concurs in the view of the Government of the Dominion of Canada, that Thunder Bay and that part of the Red River Road, the construction of which has given rise to the claim now made, is within the limits of the Province of Ontario, I cannot but observe that the Government of the Dominion of Canada is at this moment preferring a claim to that territory on the ground of its being beyond the limits of this Province.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) W. P. Howland

To the Honourable
The Secretary of State for the Provinces, Ottawa.

Secretary of State for the Provinces,
Ottawa, July 2nd, 1872.

Sir,—I have the honour to acknowledge the receipt of your Despatch of the 25th ultimo, in reply to one from the Secretary of State for the Provinces, under date the 26th April last, enclosing a copy of a letter from the Secretary of the Department of Public Works of Canada, together with certain accounts therein referred to, amounting to $4,035 74, for the maintenance of a police force at Thunder Bay, and for cash advances for the Court House at Prince Arthur's Landing.

I have also to acknowledge the receipt of two cheques (enclosed in your Despatch) on the Treasury Department, Ontario, in favour of the Dominion Government, for the sums of $215 02 and $793 31, respectively, being in discharge of items in connection with the Court House at Prince Arthur's Landing. A copy of your Despatch has been communicated to the Minister of Public Works, and his attention has been called to the request made by you on behalf of your Government, to be informed of the authority upon which the Province of Ontario is called upon to pay the expenses specified in the accounts in connection with the maintenance of the police force at Thunder Bay.

I have the honour to be, Sir,
Your obedient servant,
(Signed) E. A. **Meredith**,
Under Secretary of State.

The Honourable
Wm. P. Howland, C. B.,
Lieutenant Governor, Toronto.

Ottawa, July 24th, 1872.

Sir,—I have the honour to enclose herewith a duplicate receipt for the sum of $1,008 33 paid into the Bank of Montreal by this Department, on account of transport service, N. W. Territory, and paid to the credit of the Receiver-General of the Dominion.

I have the honour to be, Sir,
Your obedient servant,
(Signed) F. **Braun**,
Secretary.

The Honourable
The Provincial Secretary of Ontario, &c., &c.
Toronto.

Received from the Honourable the Treasurer of Ontario the sums set opposite our respective names, in payment of our accounts against the Province of Ontario.

No. of Cheque.	Name	Amounts.	Signature on Receipts.
I. 782	Weeland Brothers	$215 02	
I. 783	Dominion of Canada	793 31	

No. 575.

(*Original for the Depositor.*)

$1,008 33

Bank of Montreal,
Ottawa, 15th July, 1872.

Received from Dept. Public Works, on account of Transportation Service, N. W. Territory, the sum of ten hundred and eight $\frac{33}{100}$ dollars, which amount will appear at the Receiver-General's credit with this Bank.

Signed in duplicate.

Ent. 3 p. (Signed) **Jas. Smith.**

RETURN

Of Mineral Lands sold or leased by the Government, between the First day of December, 1871, and the present time, to Members of the Legislature of Ontario, or to any Firm or Company in which any Member of the said Legislature was a partner.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY OFFICE,
TORONTO, 10th February, 1873.

RETURN of Mineral Lands Sold or Leased by the Government, between the First day of December, 1871, and the present time, to Members of the Legislature of Ontario, or to any Firm or Company in which any Member of the said Legislature was a partner.

NAMES OF GRANTEES.	DESCRIPTION.	ACREAGE.	DATE OF PATENT.
Thomas Scott and John Rowland	Mining Location No. 1 M., near Big Trout Bay, Lake Superior	320	December 15th, 1871.
Adam Oliver and Joseph Davidson . .	Lots No. 16, 17, and 18 in the 3rd Concession North of the River Kaministiqua, in the Township of Paipoonge	300	January 29th, 1872.
Thomas Scott. .	The S. 41½ acres of S. E. ¼, Sec. 14 in Con. C The S. 41½ acres of S.W. ¼, Sec. 14 in Con C N.W. and N. E., Subds. of Sec. 14 in Con. D, Township of MacGregor	160	May 17th, 1872.
Thomas Scott .	All that part of S. W. ¼, Sec. 14 in C. lying North of the South 41½ also granted to said Thos. Scott. Township of MacGregor.	118¼	May 9th, 1872.
Joseph Davidson, Adam Oliver, & Hon. Donald McDonald	Lot No. 10 in the 1st Concession N. of Kaministiqua River, Nos. 10 and 11 in Concession A.S. of Kaministiqua River, Township of Paipoonge	437	September 24th, 1872.
Adam Oliver . .	Lot No. 5 in 2nd N. of the Kaministiqua River, in the Township of Nee Bing	80	December 2nd, 1872.
Adam Oliver	Lots Nos. 12, 13, 14, 15, 19, 20, in Concession A., in the Township of Paipoonge..........	765	December 12th, 1872.
Hon. Donald McDonald, Adam Oliver, and Jos. Davidson	N.W. and S.W. Subds. of Sec. 3 in the 1st Con. Do do 4 1st do Do do 5 1st do N.W. and S.W. quarters do 5 2nd do S.E. quarter do 2 3rd do N.W. and S.W. quarters do 5 3rd do S.E. quarter do 6 3rd do N W. quarter do 5 4th do Also, Islands B, C, D, E, and F, in Loch Lomond, all in the Township of Blake.........	2713	December 13th, 1872.
Do. do. ...	S.W. Subdivision of Sec. 2 in 4th Concession S.E. & S.W. do do 3 4th do N.W. quarter do 2 5th do N.E. & S.W. subd. do 3 5th do S.E. quarter do 3 5th do N.E. and S.E. subd. do 4 5th do All in the Township of Blake........	1088	December 13th, 1872.
Do. do.	N.E. quarter, Section 10 in the 3rd Concession S.W. quarter do 11 do 3rd do W. ½ of N.W. ¼ do 10 do 5th do N.E., N.W., & S.W. ¼ s. do 11 do 5th do N.W. & S.W. ¼ s. do 11 do 5th do N.W. & S.W. ¼ s. do 9 do 7th do N.E. ¼ do 10 do 7th do N.W. ¼ do 9 do 8th do N.E. ¼ & S.E. ¼ do 11 do 8th do N.W. ¼ do 9 do 9th do N. ½ of N.E. ¼ do 11 do 9th do All in the Township of Blake......................	2080	December 13th, 1872.
Do. do..........	N.W. ¼, Section 9 in the 3rd Concession of the Township of Blake............	160	December 13th, 1872.
Adam Oliver, Joseph Davidson, and the Hon. Donald McDonald.......	S.E. part, Section 6 in the 4th Concession. S.W. ¼ do 6 do 4th do E. ½, S.E. ¼ do 7 do 4th do E. ½, N.E. ¼ do 7 do 4th do Township of Blake...................................	472	Not yet Patented but Referred

RETURN of Mineral Lands Sold or Leased by the Government, &c.—*Continued.*

NAMES OF GRANTEES	DESCRIPTION.	ACREAGE.	DATE OF PATENT.
The Hon. Donald McDonald, Adam Oliver, and Joseph Davidson...	S. ½ of the S.E. & S.W. ¼s. Sec. 2 in the 1st Con.	2112	Not yet Patented.
	N. ½ of N.E. & N.W. ¼s. do 2 do 2nd do		
	S.W. ¼ do 4 do 2nd do		
	N.W. ¼ do 4 do 3rd do		
	S.E. subdivision, do 5 do 2nd do		
	N.E. do do 5 do 3rd do		
	N.W. do do 5 do 3rd do		
	S.W. do do 5 do 3rd do		
	Section 6. ... ... 4th do		
	N.W. & S.W. sub. of Section 6 do 3rd do		
	N.W. & S.W. sub. do 6 do 2nd do		
	N.W. & S.W. sub. do 6 do 1st do		
	Township of Crooks		
Do. do....	N. ½ of Section No. 7 in the 1st Concession.	3142	Not yet Patented
	N.W. ¼ do 9 do 1st do		
	N.E. ¼ do 10 do 1st do		
	S.E. ¼ do 13 do 4th do		
	W. ½ do 13 do 5th do		
	N.W. ¼ do 12 do 6th do		
	Section 13 do 6th do		
	W. ½ do 12 do 7th do		
	Section 13 do 7th do		
	N. ½ do 13 do 8th do		
	S.W. ¼ do 12 do 8th do		
	N.W. ¼ do 13 do 9th do		
	In the Township of Pardee.		

LIST of Licenses to cut Timber granted or renewed between the 1st December, 1871, and the present time, to Members of the Legislative Assembly, or to any Firm or Company in which any Member of the said Assembly was a partner.

Date.	Number.	TO WHOM GRANTED.	Area in Sq. Miles.	LOCALITY AND DESCRIPTION.
1872. September 20th..	160	William Craig	1 1-10th	Cambridge: 1st Con. Lot, W. ½, 29. 8th do. 5, 19, 27.
September 20th..	161	William Craig..	1	Russell: 7th Con. Lot 20. 9th do. 10. 10th do. 14.
1873. January 22nd....	94	Duncan MacRae	¼	Carden: 3rd Con. Lot 6.

THOS. H. JOHNSON,
Assistant Commissioner.

DEPARTMENT OF CROWN LANDS,
TORONTO, 24th February, 1873.

SUPPLEMENTARY RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House, a Return of all lands sold or leased by the Government between the first day of December, 1871, and the present time, to members of the House, or to any firm or company in which any member of the House was a partner; including mineral locations, and licenses to cut timber on the lands of the Crown, and also all renewals of such licenses.

By Command,
T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 12th March, 1873.

DEPARTMENT OF CROWN LANDS,
TORONTO, March 12th, 1873.

The Honourable
THE PROVINCIAL SECRETARY,
Toronto.

SIR,—I have the honour to transmit herewith Supplementary Return No. 45, required by Resolution of the Legislative Assembly.

Your obedient servant,
THOS. H. JOHNSON,
Assistant-Commissioner.

CROWN LANDS DEPARTMENT,
TORONTO, 10th March, 1873.

SUPPLEMENTARY RETURN.

NAME OF PATENTEE.	TOWNSHIP, &C.	LOT NO.	CON., &C.	DATE OF PATENT.
Thomas Scott	Town Plot of Prince Arthur's Landing	Part of 6 N. 5 & 6 S. 1 & 2 S. 1 & 2 N.	Van Norman Street Dawson St. Pearl Street Bay Street	21st Sept., 1872.
John Clarke	Do	Part 6 S.	Van Norman St.	23rd Sept., 1872.
Do.	Do	23 S.	Water St.	29th Aug., 1872.
Thomas R. Fergusson	Howick	32	7	24th Aug., 1872.
Do.	Tecumseth	E ½ 15	11	11th April, 1872.
Thomas Deacon	Westmeath	E ½ 5	3	10th Feb., 1873.
William Craig	Russell	N ½ 18	10	22nd Aug., 1872.
Do.	Do	20	7	23rd Nov., 1872.
George McManus	Mulmur	20	8 E H S	8th Jan., 1873.
Andrew Monteith	Elma	8	15	8th March, 1872.

RETURN

To an address of the Legislative Assembly to His Excellency the Lieutenant Governor, praying that he will cause to be laid before the House a return of all correspondence between the Government and the Municipalities, or officers of the Municipalities interested in the Drainage Act, and all communications received by the Department of Agriculture relating to the working of the present Drainage Act.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SERETARY'S OFFICE,
Toronto, 25th February, 1873.

INDEX OF CORRESPONDENCE IN REFERENCE TO DRAINAGE.

Order for correspondence relative to drainage to be laid before the House of Assembly.

Letter from Rufus Stephenson praying Commissioner of Public Works for grant for drainage in Kent.

From Geo. Shirley, Township of Brook, for drainage works to be carried out.

From A. Wilson, Township Clerk of Mosa, enclosing guarantee for repayment of money expended in drainage of said Township.

From D. McFarlane, enclosing resolution of Township of Ekfrid for repayment of money expended in drainage of said Township.

From John McKenna, asking if money will be expended in Township of Brook.

From T. Fletcher, Tilbury East, asking for information respecting application for Government grant.

From J. Fletcher, acknowledging receipt of Drainage Act.

T. N. Molesworth, regarding J. Fletcher's letter—explaining Drainage Act.

Alex. Coutts, enclosing guarantee of Township of Tilbury East for repayment of money expended in drainage of said Township.

John Fletcher, requesting influence of Commissioner of Crown Lands in behalf of drainage of Tilbury East.

J. F. Eastman, enclosing resolution of Township Council of Bosanquet in regard to drainage.

Hector McFarlane, Reeve of Ekfrid, acknowledging receipt of blank form of guarantee of repayment of money expended in drainage.

F. T. Jones in reply to foregoing.

D. McFarlane, enclosing resolution of Council of Ekfrid not to sign guarantee for repayment of outlay for drainage.

Stephen White, Reeve of Raleigh, guarantee for repayment of money expended in drainage in said Township.

Hector McFarlane, Reeve of Ekfrid, guarantee for repayment of money expended in drainage in said Township.

Petition from Jas. A. Smith and others, Township of Brook, praying for the commencement of drainage works.

Honourable the Commissioner Public Works to D. McFarlane, clerk of Ekfrid, in explanation of the Drainage Act.

N. Currie, M.P.P., to Commissioner Public Works, asking for copy of correspondence between Council of Township of Ekfrid and Department Public Works, relative to drainage.

Honourable Commissioner Public Works to N. Currie, Esq., M. P. P., explaining sections of the Drainage Act.

John Lockie, Reeve of Grey, to Hon. Commissioner Public Works, guaranteeing repayment of outlay for drainage of said Township.

Reeve of Reach, Jas Graham, asking proper course of application for drainage, and guarantee for repayment of money expended in drainage of said Township.

From Township Clerk of Brook, enclosing guarantee of repayment of money expended in drainage of said Township.

Guarantee from Township of Mosa, County of Lambton, for repayment of money expended in drainage of said Township.

Guarantee from Township of Stephen, County of Huron, for repayment of money expended on drainage of said Township.

Geo. S. McPherson, Reeve of Enniskillen, County of Lambton, asking for benefit of appropriation for drainage works.

Guarantee from Township of Dunwich, County of Elgin, for repayment of money expended in drainage of said Township.

D. Hossie, Reeve of Moore, asking for inspection preparatory to regular survey for drainage purposes.

From Brook Township, asking reason for change in original plan of drainage.

Township of Russell, County of Russell, guaranteeing repayment of outlay in drainage of said Township.

From J. Dawson, Reeve of Sombra, makeing application for drainage of the Township of Sombra, County Lambton.

Guarantee from Reeve of Ekfrid, County of Middlesex, for repayment of money expended in drainage of said Township.

David Roe, Reeve of Winchester, asking for information in regard to drainage.

Guarantee from D. Roe Township of Winchester, County of Dundas, for repayment of expenditure in drainage of said Township.

S. F. Wigley, respecting the drainage of marsh lands in Township of North Dumfries, County of Waterloo

Reply to S. F. Wigley.

Petition from Township of Raleigh, praying that Township of Tilbury East be not allowed to empty their drains into said Township of Raleigh.

Petition from Township of Raleigh, County of Kent, regarding drainage works in said Township.

Township of Sarnia, County of Lambton, John Lowrie, Reeve, regarding drainage of said Township.

From Southwold Township, relative to drainage of Pine Swamp.

R. Fleck, Reeve of Moore, County of Lambton, asking for drainage of portion of said Township.

R. Dreaney, Reeve of North Dorchester, County of Middlesex, guaranteeing repayment of outlay for drainage works in said Township.

Thos. Ballingal, Township Clerk inquiring if the Government intend draining the Wigley marshes in North Dumfries.

E. Watson, Clerk of Sarnia Township, in reference to drainage of said Township.

Alexander Coutts, Reeve of Tilbury East, requesting a drain made under the Ontario Drainage Act.

R. Fleck, Reeve of Moore, asking for consideration of drainage works in said Township.

F. B. Boutillier, Reeve of Rochester, asking for information relating to the drainage of said Township.

The Township Council, through A. Coutts, make application for drainage of Township of Tilbury East.

R. Fleck, Reeve of Moore, County of Lambton, regarding drainage of said Township.

Reply to R. Fleck's letter of May 7th, 1871.

W. Craig, asking for survey in Clarence for drainage purposes.

Resolution of Township Council of Clarence to the Department of Public Works for a surveyor to make an examination for drainage purposes.

From John Fraser. Reeve of East Williams, stating that the Council are desirous of participating in the Ontario Drainage Act.

From W. H. Ryan. Reeve of London Township, asking how to proceed to bring said Township under the Ontario Drainage Act.

D. Wylly. East Williams, in reference to survey of swamp lands in said Township.

W. H. Ryan, Reeve of Township of London, County of Lambton, guaranteeing repayment of outlay in drainage of said Township.

A. W. Brown, Reeve of West Nissouri, asking for survey.

Ebenezer Watson. Clerk of Sarnia Township, asking for the services of a civil engineer.

Wm. Burgess. asking for a drain to be constructed under the provisions of the Ontario Drainage Act.

Petition from the Township of Frontenac, praying for the drainage of said Township.

Colin McDougal, in reference to drainage of Township of Southwold.

R. Dreany. Reeve of North Dorchester. guaranteeing the repayment of money expended in drainage of said Township.

Petition from the County of Oxford in regard to drainage.

Resolution of the Council of the Township of Raleigh to have an inspection of drainage works in said Township.

Report on Drains in Raleigh.

Resolutions of Township Councils of Mountain and Matilda, asking for a survey for drainage purposes.

Letter from Reeve of Mountain.

Wm. Sutherland. Township Clerk of Ekfrid. enclosing township debentures.

From W. B. Robinson, enclosing drainage plans.

Memorial from the Township Council of Sarnia, asking for drains under the Drainage Act.

Aldborough applies for a loan for drainage purposes.

Resolution of the Council of the Township of South Plantagenet to pass a by-law for the repayment of money expended in drainage.

T. N. Molesworth's instructions to A. McDonell. Chatham. to stake out the outlet drain in East Tilbury.

Memorial of the Municipal Council of the Township of Sarnia to the Hon. Commissioner of Public Works, asking for a system of drainage in said Township.

T. N. Molesworth in reply.

Alex. Coutts, Reeve of Tilbury East, regarding drainage works.

T. N. Molesworth in reply.

Alexander Coutts, Reeve of Tilbury East, respecting drainage matters.

Peter Catanath. Reeve of Sombra, asking for a grant of money for drainage purposes.

Call. Macdonald to Hon. Commissioner Public Works with regard to drainage of Dawn. and reply from T. N. Molesworth, Esq.

R. Harkness, Clerk. to Hon. Commissioner Public Works, enclosing resolution of Council, Township of Matilda, and

Reply from T. N. Molesworth, Esq.

Alex. Currigan. Township Clerk. Mountain. in regard to drainage works. and

Reply from T. N. Molesworth, Esq.

From the Township Council of East Williams in regard to drainage, and

Reply from T. N. Molesworth, Esq.

T. N. Molesworth, Esq., to D. Wyly, Township Clerk of East Williams, with reference to drainage.

Robert Dreaney, Reeve of North Dorchester, decides to go on with works under the Drainage Act.

T. N. Molesworth, Esq., to Robert Dreaney, Reeve of North Dorchester, regarding drainage.
R. Dreaney, Reeve of North Dorchester, with regard to drainage works.
T. N. Molesworth, Esq., in reply.
John L. Wilson, Reeve of Enniskillen, to Provincial Treasurer, regarding drainage.
John L. Wilson, Reeve of Enniskillen, regarding drainage.
T. N. Molesworth, Esq., in reply to John L. Wilson.
Richard Boyne, Chatham, to Commissioner Public Works, regarding drainage.
T. N. Molesworth, Esq., in reply to Richard Brayne.
Andrew Mullins, Township Clerk of Sombra, asking for survey.
Andrew Mullins, Township Clerk of Sombra, regarding drainage.
T. N. Molesworth, Esq., in reply to Andrew Mullins, Township Clerk of Sombra.
T. N. Molesworth, Esq., to Andrew Mullins, Township Clerk of Sombra.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, Feb. 1st, 1873.

SIR,—I have the honour to transmit herewith a copy of a resolution of the Legislative Assembly, and to request you to be good enough to forward to this Department, the information required at your earliest convenience.

I have the honour to be, Sir,
Your obedient servant,
I. R. ECKART.
Acting Assistant-Secretary.

The Honourable the Commissioner Public Works.

On motion of Lauder, seconded by Mr. Rykert.

Resolved, that an humble address be presented to His Excellency the Lieutenant-Governor, praying his Excellency to cause to be laid before this House, a return of all correspondence between the Government and the municipalities, or officers of municipalities interested in the Drainage Act, and all communications received by the Department of Agriculture relating to the working of the present Drainage Act.

CHATHAM, November 22nd, 1869.

MY DEAR SIR,—I have received a copy of your Drainage Bill, and highly approve of it in very many respects; and if passed and carried out must effect a very great amount of good. In this measure, you are aware I judge from the interest you have already manifested in sending Mr. Molesworth to survey the plains in Kent and Essex, that we in Kent feel a deep interest, and my dear Sir, I do trust that you will not overlook us in your preparation of the estimates for this year; but will use your powerful influence with your colleagues, to have placed in those estimates a sum as large as you possibly can towards the drainage of the marshes in Kent, which when reclaimed cannot but prove to be the very best land in the entire Province. I know that hitherto you have been earnest and zealous in behalf of western interests and studious of Western Canada's welfare and I do trust that in this matter of drainage—a very important matter to us–you will prove to be our friend as you have in other matters in which our welfare and prosperity have been closely associated. Could you give me an assurance on this point, you will very much oblige.

I have the honour to be.
My dear Sir,
Faithfully yours,
RUFUS STEPHENSON,

Hon. Jno. Carling, Commissioner Public Works, Ont.,
Toronto.

TOWNSHIP OF BROOK, Dec. 21st, 1869.

To His Excellency WM. P. HOWLAND, C. B.,
Lieutenant-Governor of Ontario

SIR,—During the last session of the Legislative Assembly of Ontario, a petition was sent from this township, praying the Government would drain the lands here that are overflowed, and charge the lands benefited with the expenditure. Some time after one of the Government Engineers and staff surveyed the said lands and took the necessary levels, and, I am informed, reported favourably that there was plenty of fall to drain them thoroughly, even more than was required I note in the newspapers that the Government have just passed an Act authorizing the expenditure of a large sum of money for drainage purposes. As contracts can be let much lower at this time of the year than in the spring, I would respectfully ask your Excellency if the Government have concluded to do the work—to call for tenders as soon as possible as I feel confident that the work can be done in this locality at least 20 per cent. lower now than when all the labouring men are required for farming purposes. The lands are of the very best quality and will repay the outlay and make this township the Garden of Canada.

Trusting that your Excellency will have the kindness to take this into your favourable consideration.

I have the honour to be,
Your obedient servant,
GEORGE SHIRLEY,
Watford, P. O.

WARDSVILLE, 29th Dec., 1869.

DEAR SIR,—Please find enclosed herewith a copy of the resolution passed at last meeting of the Council in reference to drainage which I was requested to forward to you. Trusting that you may be successful in your effort to dislodge the snakes and frogs.

I have the honour to be,
Sir,
Your obedient servant,
ANDREW WILSON,
Township Clerk.

Nathaniel Currie, Esq., M.P.P.,
Glencoe, Ontario.

EXTRACT from the Minutes of the Municipal Council of the Township of Mosa passed at the sittings of the said Council held in the Town Hall in Newbury on Monday the 27th day of December, 1869.

Moved by Thomas F. Purdy, seconded by Alexander Armstrong, that whereas there is a large tract of land situate in the Township of Mosa unfit for cultivation without an efficient system of drainage: And whereas the Legislature of Ontario have set apart a certain sum of money for the purpose of draining such lands, be it therefore resolved that the representative of West Middlesex be requested to use his influence with a view to obtain a portion of said money so set apart for the purpose aforesaid. Carried.

A true copy.

ANDREW WILSON,
Township Clerk.

MAY 31st, 1870.

SIR,—The Council of the Township of Mosa in the County of Middlesex, in the event of the Government deciding to undertake the drainage of lands in this township, out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act passed during the last session of the Legislature.

I remain,
Your obedient servant,
JOHN WATTERWORTH.
Reeve of Township of Mosa.

The Honourable
The Commissioner of Public Works, Toronto.

COPY of Resolution of the Council of the Municipality of the Township of Ekfrid, 24th January, 1870.

Moved by Mr. A. McIntyre, seconded by Geo. J. Coulthard, that this Council request H. Currie, M.P.P., to use his influence with the Government to expend a portion of the appropriation made by the Legislature of Ontario for drainage, for the purpose of draining swampy lands in the Township of Ekfrid.—Carried.

I hereby certify that the foregoing is a true copy of a resolution passed by the Municipal Council of the Township of Ekfrid, this 24th day of January, 1870.

(Signed) DONALD MCFARLANE,
[Municipal Seal.] *Township Clerk.*

TOWNSHIP OF BROOKE,
AUGHRIM P. O., January 26th, 1870.

HONOURABLE JOHN CARLING,
Minister of Agriculture, &c.

DEAR SIR,—Having resided in this township for some thirty years, and being connected with its municipal institutions for a long time, the interest that I naturally take in its affairs must be my excuse for addressing you at present.

There is a rumour here (but not very well authenticated) that a portion of the $200,000 appropriated for drainage purposes, was to be expended in this township. If so, would you be kind enough to let me know, and when the contracts for the work are to be let, as I think some here would tender for a portion of the work.

There is another matter I would wish to draw your attention to. I have in my possession the surveyor's original map of the township, I loaned it to the engineers as they required it to ascertain the limits of the swamp, and they were kind enough to mark down the lines of drainage on it, and I see that the intended drain on the side road between lots 6 and 7, in running from north to south, turns east on the 3rd con. line to a creek on lot 10 ; had this been continued one concession further south it would have intersected a creek sufficient to carry off the water in a shorter distance, and would have been the natural course.

I have the honour to be,
Hon. Sir,
Your obedient servant,
JOHN MCKENNA.

Honourable JOHN CARLING,
Commissioner of Agriculture and Public Works, Ontario.

SIR,—The Municipal Council of the Township of Tilbury East, County of Kent, desirous of information respecting the money appropriated by the last Parliament for the drainage of wet lands, beg leave to trouble you. South of the middle roads in this township there is a block of ten thousand acres or more covered with water until dried by the summer sun, the obstacle is only about ten inches of a rise on the middle road lands ; there is at least six feet of a fall on the mile from the plains to the banks of Lake Erie, the levels have been frequently estimated at that on the whole. These lands cannot be settled by single families: the creeks leading to the outfall require to be cleared out and perhaps dug in some places to allow a proper outfall from the leading drains that would extend south. These lands cannot be sold at $\$1\frac{00}{100}$ an acre when the best timber is removed. They were offered for many years as a free grant by the Honourable Colonel Talbot, and have been since sold by the Government perhaps two or three times, and there is only this year one settler south of the Middle road on the 9th concession, and one on the 10th Westerly, and a few on the Town Line between Raleigh and Tilbury on the 14th and 15th concessions east of No. 7. If these lands were drained by the making of a few big ditches to the creeks north of the middle road, and the creeks cleared, the land would be worth $\$5\frac{00}{100}$ an acre, and $\$10\frac{00}{100}$ if drained. At what rate of interest is the Government money to be given out; is the principal to be repaid by the municipalities, and when? As the Council of Tilbury East will meet on the 10th instant, if you please to give us any information respecting the formal application to you or the Council, I will be very grateful.

I have the honour to be,
Sir,
Your obedient servant,
JOHN FLETCHER,
Clerk of Tilbury East.

Tilbury East, 15th March, 1870.

To the Honourable the Commissioner of Public Works, Ontario.

SIR,—I thank you most kindly for sending me by the Secretary a copy of the Ontario Drainage Act, by which I have been enabled to let the council of this township apply for drainage for a block of land easily drained as a whole, but as the water has to run northerly about eight miles to the plains before there is a good outfall, individuals could not do it, and as soon as the ice gives, a surveyor would have great difficulty in going over the ground although there is no swamp or pond in the Township, and the bottom is all good. The water will be from three to six inches deep over the whole, less a few beech ridges from the middle road lands south to the bank of Lake Erie. There need not be said to be any level to take; the water runs over the whole, however. There is some sort of heads to the creeks found, and the surface is covered with prairie grass north of the M. R. The creeks have considerable banks and need clearing out at any rate, and the parties should be assessed for what they may be benefited. Therefore, if the surveying is to be done, the present would be a very good time.

I have the honour to be, Sir,
Your most obedient servant,
JOHN FLETCHER,
Town Clerk.

Tilbury East, March 16th, 1870.

Part of the lands south of the middle road and referred to in this letter, have been examined and surveyed, and drains projected; the rest can be examined easily in the summer if an application is made for that purpose.

For details as to how the money expended is to be returned to the Government see the Drainage Act of last session, which states that for each $\$100\frac{00}{100}$ expended, a yearly rate of $7\frac{61}{100}$ will be charged for 22 years, when the principal and interest will be cancelled.

T. N. MOLESWORTH.

March 21st, 1870.

March 16th, 1870.

SIR,—The Council of the Township of Tilbury East, in the County of Kent, in the event of the Government deciding to undertake the drainage of lands in this township, of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act, passed during the last session of the Legislature.

I remain,
Your obedient servant,
ALEX. COUTTS,
Reeve of Tilbury East.

The Honourable the Commissioner of Public Works.

To the Honourable the Commissioner of Crown Lands, Ontario.

SIR,—As the Municipality of Tilbury East are to apply to the Honourable the Commissioner of Public Works for an allotment being made towards draining the block of lands south of the middle road, containing about 12,000 acres; said lands have been a great drawback to the improvement of this township. Since the first settlement, 30 years ago, they have been offered as a free grant by Col. Talbot, for sale by the Crown Lands Department, and a great part of them, perhaps all, have been agreed to be sold: but there is yet only one settler, viz., James Gray, on the 9th Concession, south of the middle road; and one on the 10th, George Maynard, and a few on the town line between Raleigh and Tilbury on the 13th, 14th, 15th and 16th Concessions; none further than No. 7.

Therefore it is evident that individuals are unable to let the surface water off so extensive a tract; the outfall is good, northerly from the bank of Lake Erie to Lake St. Clair, or the mouth of the Thames, 45 feet or upwards, and that on about eight miles, as the plains at the mouth of the river are a dead level, to the 5th Concession at the town line, covered with water the greater part of the year. Towards the west side of the Township the 4th Concession is as dry as the 5th in the east, and some settlers on it: the water would not lie south of the middle road if there were a ditch cut into the creeks at No. 10 and creek at No. 20 middle road. These lands are very good; soil clay loam: and not one acre of swamp south of middle road. I would only say farther that these lands now deprived of the greater part of the timber that has yet become of any value are not worth $1 per acre to any one that will pay the taxes, and a few big drains into the creeks which would require to be dug perhaps two feet deep, would make the land south of the road worth $5 per acre, and if drained $10. There is no low land: the water runs over the whole, except a few beech ridges. Whether you have time to read this long story or not please to give your voice for the drainage of this beautiful, if dried, block of land on the bank of the Erie.

I am, Sir,
Yours very respectfully,
JOHN FLETCHER,
Town Clerk.

Tilbury East P.O., March 17th, 1870.

TOWNSHIP CLERK'S OFFICE,
BOSANQUET, 22nd March, 1870.

Secretary Department of Public Works, Ontario.

SIR,—I have the honour to transmit herewith a resolution of the Council of this Township passed at its last meeting, respecting the swamp lands in this Township.

Your very obedient servant,
T. F. EASTMAN,
Township Clerk.

Mr. McCordie moved, seconded by Mr. A. Rea, "That the Clerk be, and he is hereby authorized to communicate with the Department of Public Works for the Province of Ontario, in regard to draining swamp lands in this municipality, in reply to a circular received from said Department, particularly setting forth the fact that the principal portion of the swamp lands in this Township are still in the hands of the Canada Company, with a view to ascertain if any action can be taken by the municipality under the circumstances referred to.

(True Copy.) T. F. EASTMAN,
Township Clerk.

Township Bosanquet, in County Lambton.

EKFRID, March 31st, 1870.

To the Honourable JOHN CARLING,
Ontario, Commissioner Public Works,

SIR,—I beg to acknowledge the receipt of your letter requesting me to sign and fill up a guarantee therein enclosed, for the payment of a rent charge, in case that drains be constructed in our Township under the authority of the Ontario Drainage Act, and also a copy of the Ontario Drainage Act with that portion of the Act respecting the Public Works of Ontario (from sec. 30 to 40 both inclusive, of chap. 28, 32 Vic.), as applies to drainage of lands. For your information I beg to state that our Township Council meets on the 11th of April, and I will lay the papers and Acts before them for their consideration. I have carefully read over the foregoing enactments, and beg leave to ask if it was intended by the Government that sections 36 and 37 of the Act respecting the Public Works of Ontario will apply to lands through which main drains will have been opened, where assessment will be made by the arbitrators in said Act mentioned, to the full amount of cost and expense in digging said main drains, and parties benefited taxed with a rent charge of $7.61 per $100 assessment for 22 years, and if so, is the payment for such permission as set forth in said section 36, to be made to the Commissioner for the benefit of the Government. Section 37 sets forth, if any one constructs lateral drains into main drains, with permission as set forth in sec. 36, that they are liable to be fined, &c.

Will you be kind enough to make an explanation on these two sections (it is possible that I put a wrong construction thereon), so that I may lay it before the Council with the other papers, when we meet.

I have the honour to be,
Sir
Your most obedient servant,
HECTOR MCFARLANE,
Township Reeve, Ekfrid, Glencoe P.O.

P. S.—I may state that I was speaking to N. Currie, M.P.P., and he could give me no satisfactory explanation about the matter, but said he would write to you on the subject, and likewise wished me to write to you for my own information.

Yours as above,
H. McF., *T. R.*

COPY letter in reply.—F. T. Jones, Accountant, Department of Agriculture and Public Works, Ontario, to Hector McFarlane, Esq., Reeve of the Township of Ekfrid.

OTTAWA, 4th April, 1870.

DEAR SIR,—I am desired by the Honourable the Commissioner of Public Works to acknowledge the receipt of your letter of the 31st ult., and to say that the sections 36 and 37 apply to the lands through which main drains will be opened, where assessment will be made. The Government do not intend to construct any other than main drains, it being thought that the individual occupants of the different lots will construct the necessary lateral drains without any difficulty. It is not contemplated, however, to make any additional charge under section 36 beyond the amount assessed. The effect of that section and of section 37, will be that occupants of the different lots who may not have paid the amount assessed against their lots, shall not have the privilege of using the main drain. It is only fair that if a person will not contribute to the cost of constructing a work, that he shall not have the use of it when it is constructed.

Yours truly,
(Signed,) F. T. Jones,
Accountant, Agriculture and Public Works, Ontario.

Hector McFarlane, Esq.,
Reeve of the Township of Ekfrid, Glencoe, P. O.

(Copy Letter.—Donald McFarlane, Esq., Township Clerk of Ekfrid, to the Department of Public Works, Ontario.)

Ekfrid, April 15th, 1870.

To the Department of Public Works, at Toronto.

I forward you a copy of a resolution passed by the Municipal Council of the Township of Ekfrid, on 13th April instant.

Moved by C. J. Campbell seconded by Allen Stephenson,—"That the Reeve do not sign a guarantee that this Council will provide by by-law for the repayment of any outlay that may be made by the Government in draining swamp lands in this Township, carried on under the provisions of the Act 32 Vic., chap 28, of this Province, as we consider that sections 36 and 37 of said Act give the Commissioner of Public Works undue powers with respect to lateral drains, in charging the owners of lands through which main drains run, for permission to construct lateral drains at their own expense, and in the event of said owners constructing said lateral drains without his permission, he has the power of ordering them to be restored to their former condition within a certain time, and if not so restored within a reasonable time, said owners may be summoned for trespass before a Justice of the Peace, and dealt with as provided by the Statute, chapter 105 of the Consolidated Statutes of Upper Canada and the Corporation in like manner instead of the owner; and the clerk is hereby instructed to transmit a copy of this Resolution to the Department of Public Works at Toronto." Carried.

I hereby certify that the foregoing is a true and correct copy.

(Signed,) Donald McFarlane,
Township Clerk.

April 12th, 1870.

Sir,—The Council of the Township of Raleigh, in the County of Kent, in the event of the Government deciding to undertake the drainage of lands in this Township, out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act, passed during the last session of the Legislature.

I remain,
Your obedient servant,
Stephen White,
Reeve of Raleigh.

The Honourable Commissioner of Public Works,
Toronto.

Ekfrid, August 19th, 1870.

Sir,—The Council of the Township of Ekfrid, in the County of Middlesex, in the event of the Government deciding to undertake the drainage of lands in this Township, out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act, passed during the last session of the Legislature.

I remain,
Your obedient servant,
Hector McFarlane,
Reeve of Township of Ekfrid.

The Honourable the Commissioner of Public Works,
Toronto.

To the Honourable William Pearce Howland, C.B., Lieutenant-Governor of Ontario, in Council Assembled.

We the undersigned memorialists, landed proprietors of the Township of Brook, in the County of Lambton,

RESPECTFULLY SHEW :—

That your memorialists are landed proprietors in the Township of Brook, County of Lambton ;

That large tracts of land in the said Township are low and level, in consequence of which they are at certain seasons of the year so heavily flooded as to be unfit for cultivation, therefore seriously impairing their value and preventing settlement, to the great injury of your memorialists and the country generally.

That your memorialists have learned with much satisfaction that the Legislature of the Province at its last sitting, in the spirit of genuine liberality and true progress, appropriated a sum of money for the purpose of drainage throughout the Province, when sufficient grounds can be shewn for the interposition of Provincial aid.

Your memorialists respectfully submit that there are few localities in the Province where public aid is more imperatively required, and larger benefits more speedily realized, than in the said Township of Brook.

Your memorialists are gratified to learn that the levels have been taken and the surveys made, and the practicability and propriety of draining the lands of Brook fully demonstrated.

Your memorialists, therefore, pray that Your Excellency may be pleased to order that the work may be commenced at the earliest possible period consistent with public convenience

And your memorialists, as in duty bound, will ever pray.

(Signed,) DONALD NICHOLSON,
" ANTHONY COPP,
" DENNIS MOORE,
" WILLIAM YOUNGE,
" JOHN WEBBER,
" A. M. JONES,
" W. E. SANFORD,
" JOHN W. BICKLE,
" ED. JACKSON,
" MATHEW LEGGATT,

(Signed,) A. T. WOOD,
" COPP BROTHERS,
" JAMES A. SMITH, Sarnia.
" JAMES HOLBROOK, "
" JOHN WALKER, London.
" GEORGE CIX, "
" G. B. HARRIS, "
" JOHN F. MAHON, "
" JAMES. A. MAHON. "

April, 1870.

(Copy letter—The Honourable the Commissioner of Public Works, Ontario, to Donald MacFarlane Esq., Township Clerk of Ekfrid.)

OTTAWA, 25th April, 1870.

DEAR SIR,—I am receipt of your letter with copy of a resolution passed by the Township Council of Ekfrid in regard to Drainage and in reply have to say that it is not the intention of the Government to charge anything to the owners of land for the construction of the lateral drains.

The only charge will be that assessed by the arbitrators for the cost of the main drains and this will be assessed only against the lots directly benefited by the drainage. The owners of the dry land outside the swamps will not be required to pay any portion of the costs whatever. The object of the 36th and 37th Sections of the Act of 32 Vic., is in case any of the owners of the swamp lands and which have been drained and which are therefore directly benefited by the expenditure refuse to bear their proper and fair proportion of the expense to prevent them from having the privilege of using the main drain. It certainly seems only right that persons who will not contribute to the cost of the works should not be allowed to derive any benefit from them.

Yours Truly,
JOHN CARLING.

Donald McFarlane, Esq.,
Township Clerk of Ekfrid.

(Copy letter—N. Currie, Esq., M.P.P., Glencoe, to the Honourable John Carling, Commissioner of Public Works, Ontario.)

GLENCOE, 14th June, 1870.

DEAR SIR,—I have called on the Reeve of the Township of Ekfrid and he informs me that the Township Council objects to sign the paper sent by you containing and undertaking to pass a by law to collect the cost of draining the swamp lands in that township, because the Council is of opinion that Sections 36 and 37 of the Public Works Act of 1868–9 gives undue powers to the Government with regard to the lateral drains. I have looked over these sections in connection with the Drainage Act of last session, and if they are held legally to apply to that Act, I must say that I am inclined to agree with the opinion of the Council, and would like to know whether the Government intends to act upon those sections in connection with the Drainage Act, or whether if the sections are held legally to apply to the Drainage Act, the Government intends to bring in a bill next session for the purpose of obviating the difficulty.

If not too much trouble, I shall be obliged if you will let me have copies of any letters which have passed between the Council of Ekfrid and your Department on this subject.

Yours truly,
(Signed) N. CURRIE.

The Honourable John Carling,
Commissioner Public Works, Toronto, Ont.

(Copy letter—The Honourable the Commissioner Public Works, Ontario, to N. Currie, Esq., M.P.P., Glencoe.)

DEPARTMENT PUBLIC WORKS, ONTARIO.
TORONTO, 27th June, 1870.

DEAR SIR,— I am in receipt of your letter of the 14th inst, in regard to the drainage of the swamp lands in Ekfrid, and as to the construction to be placed upon the Drainage Act of last session and upon sections 36 and 37 of the Public Works Act. In reply I have to say that the Government has no desire other than to assist the local municipalities in draining the lands and the Act of last session makes ample provision for the collection of costs of drainage works constructed under it. The Government does not intend to use the power conferred to it by the sections you object to viz : 36 and 37, except in cases of urgent necessity as where persons are constructing lateral drains in such a way as to injure the main drain or impede the proper flow of water in them.

Of course, no amount will be assessed by the Government in the construction of the lateral drains as it is contemplated that, if necessary, they will be constructed by the owners of the different lots.

Yours truly,
(Signed) JOHN CARLING,
Commissioner.

GREY, 28th April, 1870.

SIR,—The Council of the Township of Grey in the County of Huron, in the event of the Government deciding to undertake the drainage of lands in this township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay, as contemplated by the Drainage Act passed during the last session of the Legislature.

I remain your obedient servant,
JOHN LECKIE,
Reeve of the Township of Grey.

The Honourable the Commissioner of Public Works,
Toronto.

REACH, SAINTFIELD P.O., 3rd May, 1870.

SIR,—I beg most respectfully to inform you that a resolution was passed by our Township Council, instructing me to take the necessary steps to have the swamps in the valley of the Norquay and Beaver Rivers so far as they pass through the township, drained under the provisions of the Drainage Act, passed at the late session of the Legislature of Ontario. As I feel at a loss how to proceed under the resolution, I sincerely hope you will communicate to me at your earliest convenience the proper course for me to take in the matter, and oblige

Yours truly,
JAMES GRAHAM,
Reeve

Hon. John Carling,
Commissioner Public Works, etc.,
Toronto.

REACH, 24th May, 1870.

SIR,—The Council of the Township of Reach in the County of Ontario, in the event of the Government deciding to undertake the drainage of certain lands in this township out of the appropriation made for that purpose, will provide by by law for the repayment of the outlay as contemplated by the Drainage Act passed during the last session of the Legislature

I remain your obedient servant,
JAMES GRAHAM,
Reeve of Reach

Honourable Commissioner of Public Works.

BROOK, May 23rd, 1870.

HON. JOHN CARLING.
Commissioner Public Works, Toronto.

SIR,—At a meeting of the Municipal Council of this Township held this day, a resolution was unanimously passed authorizing the Reeve to sign the guarantee that a by-law will be passed for the repayment of the money in case an allotment is made under the provisions of the Drainage Act for draining the swamps in this township. I have great pleasure in forwarding you herewith the document, and hope no time will be lost in proceeding with a work that will be so beneficial to us as a community, and so certain to be a grand success.

I have the honour to be,
Sir,
Your obedient servant,
GEORGE SHIRLEY,
Township Clerk, Brook.

BROOK, May 24th, 1870.

The Council of the Township of Brook in the County of Lambton, in the event of the Government deciding to undertake the drainage of lands in this township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act, as passed by the last session of the Legislature.

I remain your obedient servant,
(Signed) ROBERT KING,
Reeve of the Township of Brooke.

The Honourable the Commissioner Public Works.

June 6th, 1870.

SIR.—The Council of the Township of Mosa, in the County of Middlesex, in the event of the Government deciding to undertake the drainage of land in this Township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act passed during the last Session of the Legislature.

I remain,
Your obedient servant,
JOHN WATERWORTH,
Reeve of Moso.

Hon. Commissioner of Public Works,
Toronto.

STEPHEN, June 7th, 1870.

SIR.—The Council of the Township of Stephen, in the County of Huron, in the event of the Government deciding to undertake the drainage of lands in this Township, out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act passed during the last Session of the Legislature.

I remain,
Your obedient servant,
THOMAS GREENWAY
Reeve of Stephen.

The Hon. the Commissioner of Public Works,
Toronto.

OSSIAN, P O., June, 22nd, 1870.

Honourable JOHN CARLING,
Toronto.

SIR.—Be kind enough to inform me, if this Township (Enniskillen, County Lambton) could yet get part of the Drainage Fund, if the Council determined to drain that portion of the Township adjoining Brook, an early answer will oblige.

Your obedient servant,
GEO. S. MCPHERSON,
Reeve.

DUNWICH, 9th July, 1870.

SIR,—The Council of the Township of Dunwich, in the County of Elgin, in the event of the Government deciding to undertake the drainage of lands in this Township, out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act passed during the last Session of the Legislature.

I remain,
Your obedient servant,
DAVID MCLEAN,
Deputy Reeve, Dunwich.

The Honourable the Commissioner of Public Works,
Toronto.

Moved by L. M. McIntyre, seconded by Donald McPherson.

That whereas under the Drainage Act of 1869, two hundred thousand dollars may be expended in the drainage of swamp lands in this Province.

And whereas the township of Dunwich contains nearly 10,000 acres of such lands, the value of which would be materially enhanced and the healthiness of the locality improved by having the said lands thoroughly drained; Be it therefore resolved, that this Council request Mr. A. McColl to use his influence with, and urge upon the Hon. the Commissioner of Public Works, the necessity of having the said lands immediately surveyed, for the purpose aforesaid:

And that Mr. A. McColl be authorized to proceed to Toronto at once, to urge upon the Honourable Commissioner of Public Works in person, the necessity of having the said lands drained.

I certify the above to be a true copy of a resolution passed by the Municipal Council of Dunwich, this 10th January, 1870.

A. E. S. K. Barclay,
Municipal Clerk.

Township of Moore,
Logierait P.O., 11th July, 1870.

Hon. John Carling,
Commissioner Public Works, Toronto, Ont.

Sir,—I beg to acknowledge the receipt of your communication of the 24th June, in reference to the draining of the swamp lands in this township under the Drainage Act passed last session.

On submitting your letter to the Municipal Council, at a meeting held on the 30th June a resolution was passed authorizing me to apply on behalf of the council to have a preliminary inspection made of the lands proposed to be drained, and to request that you send the Departmental Engineer to inspect the locality as soon as convenient, with the view of a survey being made.

Might I therefore request that you send the engineer to make the necessary inspection, preparatory to the regular survey, should it be deemed advisable to proceed with the drainage of the lands afterwards.

Please state if it will be at the expense of the Department or the municipality that the engineer will be sent.

I have the honour to be,
Your obedient servant,
D. Hossie,
Reeve of Moore.

Hon. John Carling,
Commissioner Public Works, Toronto, Ont.

Sir,—At a meeting of the Council of this Township, held yesterday, the following resolution was passed unanimously: "Moved by Mr. Scott, seconded by Mr. King, that, whereas this Council understands important alterations are being made in the original plan made by Mr. Molesworth for the drainage of the swamp, and that the cost is likely greatly to exceed the original estimate laid before this Council, That the clerk be instructed to write the Commissioner Public Works, asking for information as to the reason why the originally contemplated drains have been materially reduced in extent, and to inform the Commissioner that if the cost of the whole work then intended to be executed greatly exceeds the original estimate, this Council is unwilling to incur the expense."

An explanation of the subject matter contained in the foregoing resolution is respectfully solicited.

I have the honour to be,
Sir,
Your obedient servant,
Geo. Shirley,
Clerk.

Brook, Watford P.O., July 12th, 1870.

RUSSELL, July 23rd, 1870.

SIR,—The Council of the Township of Russell in the County of Russell, in the event of the Government deciding to undertake the drainage of lands in this township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay, as contemplated by the Drainage Act passed during the last session of the Legislature.

I remain,
Your obedient servant,
WM. T. HELMER,
Reeve of Russell.

The Honourable the Commissioner Public Works,
Toronto.

RUSSELL, 25th July, 1870.

Honourable Commissioner Public Works,
Toronto, Ont.

DEAR SIR,—I enclose guarantee of the Township Council of the Township of Russell, for repayment of money to be expended in drainage.

Yours truly,
W. CRAIG.

SOMBRA, Aug. 2nd, 1870.

The Honourable Commissioner of Public Works for the Province of Ontario.

SIR,—I have the honour to transmit herewith, in compliance with resolution of council, an application for the drainage of certain lands in the Township of Sombra in the County of Lambton. The drains which we require the Department to complete are intended to operate as leading drains, and will be the means of draining a large quantity of wet and flooded lands in the township. You will therefore please send an engineer at your earliest convenience to examine the localities indicated in the application.

I have the honour to be,
Sir,
Your obedient servant,
JAMES DAWSON,
Reeve of Sombra.

TOWNSHIP of SOMBRA, County of Lambton.

No. of Concession and Lot.	No. of Acres.	Quality of Land.
From the 5th to the 15th, both inclusive, between Lots 5 and 6, and from the 5th to the 15th, both inclusive, between Lots 15 and 16..........	About 25,000 acres.	Good—but very wet.

EKFRID, August 19th, 1870.

SIR,—The Council of the Township of Ekfrid, in the County of Middlesex, in the event of the Government deciding to undertake the drainage of lands in this Township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act, passed during the last session of the Legislature.

I remain,
Your obedient servant,
HECTOR MCFARLANE,
Reeve of Ekfrid.

The Honourable
the Commissioner Public Works, Toronto.

WINCHESTER, Sept 19th, 1870.

SIR,—The lands requiring to be drained, for which you are required to survey and make an estimate are situated in the first, second, and third Cons. of the Township of Winchester, from lots Nos. 13 to 18 in the first Con. and the same in the second Con. and in the third Con. some two or three lots. Amount requiring to be drained is about 1050 acres.

I have seen it stated at different times that copies of the Act had been sent to the Reeves of all the municipalities, but I have not had the honour of receiving one yet. please be so good as to give me all the information you can in regard to the percentage. there are a great many enquiring and I think would avail themselves of the benefit of the Act if they could get right information.

Your obedient servant,
DAVID ROE,
Reeve.

P. S.—The work could be done easily at present, the swamps are all dry, and if the fall rain sets in would make the work much more expensive.

SEPT. 19th, 1870.

SIR,—The Council of the Township of Winchester, County Dundas, in the event of the Government deciding to undertake the drainage of lands in this Township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act passed during the last session of the Legislature.

I remain,
Your obedient servant,
DAVID ROE,
Reeve Winchester.

The Honourable
the Commissioner Public Works, Toronto.

RESPECTING the drainage of Marsh Lands in the Township of North Dumfries, County Waterloo.

GALT, 7th December, 1870.

DEAR SIR,—The weather is so propitious just now that I have taken the liberty of pressing upon you the propriety of taking advantage of it by sending an engineer to inspect the lands I spoke to you of in Toronto. Mr. Pollock, the surveyor is also at home just now.

I am Sir,
Your obedient servant,
SYLVANUS J. WIGLEY.

To the Honourable John Carling,
Commissioner Public Works, Toronto.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, December 23rd, 1870.

SIR,—I am instructed by the Honourable, the Commissioner, to acknowledge the receipt of your letter of 7th Dec. inst, in regard to a preliminary survey of marsh lands in the Township of Dumfries, County of Waterloo.

And in reply to inform you that the matter referred to shall have the earliest possible consideration and an engineer appointed for the work proposed.

I have the honour to be,
Sir,
Your obedient servant,
W. EDWARDS,
Secretary.

To Sylvanus J. Wigley
Galt, Ontario.

To the Honorable the Commissioner of Public Works, Ontario.

The Petition of the Municipal Council of the Township of Raleigh.

HUMBLY SHEWETH :—

1st. That a very strong feeling exists among the rate-payers in that part of the Township South. of the 7th Concession against the drains now in course of construction under the Drainage Act of 1869, chap. 2.

2nd. That it is rumoured that other drains will be constructed during the coming season which this council believe to be strongly against the wish of the property holders of the township.

We therefore humbly pray that no other drains be constructed other than those now under contract and in course of construction under said Act and that immediate instructions be given to the engineers or other persons in charge of the drains in the township not to survey or commence any new drains.

And your Petitioners as in duty bound will ever pray.

STEPHEN WHITE
Reeve Raleigh.

JOHN JENNER
Clerk.

(M. S.)

Raleigh Council Room,
December 30th 1870.

To the Honourable the Commissioner of Public Works for the Province of Ontario.

The Petition of the Municipal Council of the Corporation of the Township of Raleigh.

HUMBLY SHEWETH

1st. That your Petitioners have learned with alarm that application has been made by the Municipal Council of Tilbury East to your Department to have a drain constructed, commencing in that part of Tilbury East known as Badder Town and running a long distance through said township and crossing Town line into Township of Raleigh about the 10th concession, carrying a large body of water out of its natural course which will do a serious injury to a large number of inhabitants of said Township of Raleigh.

2nd. That a number of rate-payers have protested against said drain being made and bringing the water on them which the Township of Tilbury East should take care of itself and have requested that the matter be represented in the strongest terms by us to you We therefore pray that you will be pleased not to sanction or allow said drain to pass into the Township of Raleigh and thereby throw a large body of water on the lands of inhabitants thereof, while there are natural water courses and creeks to carry off the water within the limits of said Township of Tilbury East.

And, as in duty bound, your petitioners will ever pray.

Signed on behalf of the Corporation of the Township of Raleigh by

S. WHITE
JOHN JENNER, Reeve. (M. S.)
Clerk.

TOWNSHIP OF SARNIA, January 20th 1871.

HON. JOHN CARLING,
Commissioner Public Works, Ontario.

SIR,—The Township of Sarnia in the County of Lambton is bounded on the North by Lake Huron and on the West by the River St. Clair; from its position a great deal of water flows through it. From the Townships of Plympton, Enniskillen and Moore, many of the creeks or water courses are destitute of banks and in consequence large quantities of land are covered with water at every freshet. The progress of the settlement from the numerous ditches cut into said water courses has increased rather than lessened the difficulty so far as the flat land contiguous to said water courses is concerned.

The Corporation have, at very great expense, opened one outlet to Lake Huron which has been of great benefit. But even this outlet requires to be very much enlarged and numerous subsidiary ditches made in connection with it. For want of such drainage a very considerable portion of the Township is absolutely unproductive and unfit for cultivation; whilst a large area is comparatively unproductive—probably there are at least 10,000 acres that would be beneficially affected by such drainage.

To make the ditches thus required would involve a very heavy expenditure. The Council of the Township at the request of a large majority of the freeholders, as expressed by a special vote taken at the late municipal election have therefore determined to apply to your Department in order to ascertain whether the required ditches could be made by your Department under the Drainage Act.

The ditches when finished would not only greatly benefit a great portion of the Township of Sarnia but also a considerable portion of the Townships of Plympton, Enniskillen and Moore. The Council of Sarnia Township hope that you will take this matter into your serious consideration and if the arrangements of your Department at all admit of it that you will make provision for carrying out the same—the Council of course guaranteeing the regular payment of the percentage as required by the Act.

Signed in the name and on behalf of the Council of the Township of Sarnia.

EBENEZER WATSON JOHN LOWRIE,
Township Clerk. *Reeve.* (M. S.)

MONDAY, 30th January, 1871.

Moved by A. Kerr seconded by J. Morse. "That the Reeve be authorized to make application to the Government for taking the benefit of the Drainage Act for draining a certain portion of the Township known as the Pine Swamp and other parts in connection with the swamp aforesaid."—Carried.

I certify that the above is a true copy of a resolution passed at the Southwold Council on Monday, the 30th day of January, 1871.

SAMUEL TUBLEY
(M. S.) *Municipal Clerk, Southwold.*

PORT STANLEY, 17th April, 1871.

HON. JOHN CARLING,
London.

SIR,—By a resolution of the Municipal Council of the Township of Southwold, I am directed to make application to the Government under the Drainage Act for assistance to drain a large

Pine Swamp across lots Nos. 18, 19, 20 and 21 in the 2nd, 3rd and 4th Concessions of the Township of Southwold and also the north ends of lots 26, 27, 28, 29 and 30 north on the north branch of the Talbot Road. There is about 1,500 acres in the whole swamp. Be pleased to give me the necessary information to comply with the Government regulations. I now send you a copy of the resolution passed the 30th January, 1871.

I have the honour to be
Your obdt. servant,
THOS. HUNTER
(M. S.) *Reeve.*

Hon. JOHN CARLING, M. P. P., CORUNNA, February 18th, 1871.
Commissioner of Public Works, &c.,
Toronto, Ont.

HONOURABLE SIR,—I am directed to apply to you to cause that section of the Township of Moore, on the east bank of Bear Creek, and south of the fifth concession of the said township to be surveyed and levelled with the view of having the Government plan of drainage, if practicable, adopted to that part of the township. It appears this section was to be included under the same arrangements as the west side of Bear Creek, but a change of Council and other circumstances unnecessary to mention, prevented it. Mr. James, the engineer, has made a report to the Department under your control, and has not included the east side of Bear Creek, which in my opinion requires to be drained equally as well as the west side. Awaiting favour of your reply,

I am dear Sir,
Yours most truly,
R. FLECK,
Reeve of Moore, County of Lambton.

Corunna, P.O.

NORTH DORCHESTER, 14th April, 1871.

SIR,—The Council of the Township of North Dorchester, in the County of Middlesex, in the event of the Government deciding to undertake the drainage of lands in this township out of the appropriations made for that purpose, will provide by by-law for the re-payment of the outlay as contemplated by the Drainage Act passed during the last session of the Legislature.

I remain, Your obedient servant,
ROBERT DREANEY,
Reeve of N. Dorchester.

The Honourable the Commissioner of Public Works,
Toronto.

P. S. If there are any papers more necessary for the application, please forward them, as the Council wishes to go on with the work without delay.

CLERK'S OFFICE, NORTH DUMFRIES, 19th April, 1871.

SIR,—I am directed by the Municipal Council of the Township of North Dumfries, to write to you and ask if the Government intends taking any steps with regard to draining what is known as the Wigley marshes. Messrs. Wigley and Chisholm were at Toronto sometime ago and were told that a competent person would be sent from Toronto to survey and report on the practicability of draining said marshes; at present the water is overflowing the road in several places, and foot-bridges have been put up to enable children to get to the school. Those interested in the drainage are quite willing to go on with it in terms of the Act.

Yours respectfully,
THOMAS BALLINGAL,
Township Clerk.

To the Honourable the Commissioner Public Works for Ontario,
Toronto.

CLERK'S OFFICE, NORTH DUMFRIES, 22nd April, 1871.

SIR,—I am desired by the Municipal Council of North Dumfries to write and ask you if the Government has taken, or intends taking any steps with regard to the draining of the Wigley marshes. Mr. Wigley and another were down at Toronto to see about it some time ago, and they were told a surveyor would be sent up to report on it. They are getting worse every year, and the parties concerned, as well as the Council, are quite willing it should go on; a great part of the road is covered with water at present, and foot-bridges had to be erected to allow the children to get to school. Trusting you will give this your immediate attention,

I am Sir,
Yours respectfully,
THOMAS BALLINGAL,
Township Clerk.

To the Honourable John Carling,
Bureau of Agriculture, Toronto.

I wrote a week ago, but directed to the wrong Department.

TOWNSHIP OF SARNIA, May 1st, 1871.

SIR,—On the 20th January last, a communication was sent from this municipality in reference to the drainage of portions of this Township under the Drainage Act. Under date of Jan. 26th, a reply was received from Mr. Edwards, the Secretary of your Department, in which it is stated "the matter referred to shall have the earliest possible consideration." Since that time no further communication in reference has been received. I am now directed by the Council of Sarnia Township to enquire whether any steps are likely to be taken in reference to this matter this present season. The Council are very anxious to know whether this will be the case as their action in other matters will in some measure be guided by the course your Department may see fit to take in reference to the drainage of this Township.

I am directed further to state that, in case of selecting an engineer to examine and report on the water courses and means of drainage in this Township, the Council would respectfully recommend John H. Jones Esq., Civil Engineer and Land Surveyor, a resident of this Township, as a gentleman both competent and trustworthy.

I have the honour, &c.,
E. WATSON,
Clerk, Sarnia Township.

Honourable J. Carling,
Comissioner Public Works, Toronto.

To the Honourable the Commissioner Board of Works.

SIR,—The Municipal Council of the Township of Tilbury East, County of Kent, beg to inform the Board, that certain inhabitants, freeholders in the eastern portion of the township, have petitioned this council to have a drain made, under the Government Drainage Act, from Finn's Creek, township line of Tilbury East, and Raleigh southerly to the 15th concession between lots 3 and 4, or where the surveyors may lay out the same, and this council know that said drain is required. The said drain would only be about two miles and a half long and no cuttings.

JNO. FLETCHER, *Town Clerk.*
ALEX. COUTTS, *Reeve.*

COUNCIL CHAMBER, TILBURY EAST,
County of Kent, this 1st day of May, 1871.

CORUNNA, May 7th, 1871.

DEAR SIR.—I went down to Toronto on the 4th April and had the honour of a personal interview with T. N. Molesworth Esq., in your office, with reference to our application to have Government aid to drain the wet lands in the southern portion of Moore. Mr. Molesworth kindly shewed me all the maps, profiles, and calculations of the proposed drains and told me you had not then determined the case. Can I ask you to look over the whole matter and advise me as early as possible. The season is now very favourable for the work and the council would like it commenced.

I am,
Yours truly,
R. FLECK,
Reeve of Moore.

Honourable John Carling M. P. P.,
Minister of Agriculture &c., Toronto, Ontario.

BELLE RIVER, ONTARIO, May 10th, 1871.

To the Honourable John Carling Commissioner of Agriculture.

SIR.—I am advised to apply to you for certain information relating the draining of our township.

As a preliminary I will state that, taking advantage of the special Drainage Act, the townships south of us have run a very large number of drains in our streams which are their natural outlets to Lake St. Clair, but these streams are too small and too much obstructed to discharge all the additional water turned into them by these ditches, and the result is that large extents of farming land is literally overflowed for miles every spring by this excess, and land which was previously quite dry or easily drained is now an uninhabitable marsh. To drain this would require us to continue the ditches down to their natural outlet, a distance of some eight miles, which we cannot afford to do; for while our neighbours above us can drain their lands with ditches, and are doing so, it will require canals for us to discharge their water and we must drain the whole distance to clear us, (while they have drained their land) when their ditches reach the streams which overflow us. The township made a beginning of remedying the evil and commenced small ditches to help what appeared the more pressing cases and the result was that some of our farms were overflowed and judgment obtained against the municipality by their owners for their interference in the matter.

Now what is the remedy, is there any way that large and efficient drains be dug and that part of the expense be borne by the townships above us, although their lands are already free of water. Further, is the Municipal Loan Fund available for the purpose, and can we obtain some on long time to complete the ditches already undertaken, but which we have so far been unable to finish. Where is the proper quarter to apply for it. What kind of application is necessary to have a Government engineer make a survey of the grounds with a view of remedying the evil.

I write at the request of the Municipal Council which is prepared to take any necessary steps in the matter.

Please excuse if I have stepped out of the regular routine of your duties and give what information you can on any of the points I have cited.

And oblige,
Your obedient servant,
F. B. BOUTILLIER,
Reeve of Rochester.

Address.
Rochester P. O., Essex County.

P. S.—What is the proper way of applying for the Municipal Loan Fund.

To the Honourable the Commissioner of the Board of Works, Ontario.

The Township Council of Tilbury East, have this day secured a petition from the freeholders resident in that part of the township west of the 15th and 16th line on which line Drain No. 3 is to be made by the Board of Works, requesting that an application be made to drain that portion of the township between No. 16 and the town line between this township and Tilbury West, said ditch to begin at No. 22 in the 6th Concession, where the little creek crosses the town line, thence south-easterly about 2 miles in length, then Tilbury East would be partially drained.

ALEXANDER COUTTS,
Reeve.

Tilbury East, Town Hall,
15th May, 1871.

CORUNNA, P.O., May 16th, 1871.

Hon. JOHN CARLING, M.P.P.,
Commissioner of Agriculture,
Toronto, Ont.

SIR,—I wrote some days ago directing the attention of your Department to the application from Moore for Government Aid for certain drains under the provisions of the Drainage Act of Ontario, and I have not yet been favoured with a reply. The time of year and other circumstances all favour getting the work done just now, and the people as well as Township Council wish the matter under way.

Will you kindly give the matter your attention as soon as possible and advise me of the result.

I am, yours most truly,
R. FLECK.
Reeve of Moore, County Lambton.

Corunna, P.O., Ont.

TORONTO, May 17th, 1871.

DEAR SIR,—I am directed by the Honourable John Carling to acknowledge the receipt of your letter of the 7th inst., and in reply to inform you that Mr. Molesworth is at present absent from Toronto, but as soon as he returns the subject of your letter shall have attention, and you shall again be communicated with.

Yours truly,
JOHN DAVIES.

R. Fleck, Esq.

RUSSELL, 23rd June, 1871.

DEAR SIR,—You will probably recollect that last session, I made application for a survey to be made in the Township of Clarence for drainage, and you agreed to have it made this summer. I enclose a resolution of the Township Council requesting me to apply to you to have the survey made; I recommended Robert Sparks, P.L.S. to do the work. Will you please give him instructions to go on with the work without delay.

When will the survey of the Nation River be commenced. I think Wm. Kingsford would do the work very well and would recommend him for it if you have no objection.

Would you please write me.

Yours truly,
W. CRAIG.

Hon. John Carling,
Toronto.

COPY of resolution passed by Council of the Corporation of the Township of Clarence at its sitting on Monday, the 29th May last.

Moved by Mr. Beaulue, and seconded by Mr. Pointon.

That W. Craig, Esq., M.P.P., for the County of Russell be requested to make application to the Commissioner of Public Works to send a surveyor to make the necessary examinations and to report on the best means of draining and prevent the flooding of parts of this township and that the clerk transmit a copy of this resolution to Mr. W. Craig. Carried.

NAIRN, 26th June, 1871.

SIR,—The Municipal Council of this Township are desirous of participating in the benefit of the Ontario Drainage Act for the drainage of a swamp in this township a brief description of which was forwarded to the Department on the 8th July, 1870, and, in the event of the Provincial Government undertaking the drainage of the swamp, this Council will pass a by-law for the repayment of the outlay in accordance with the requirements of the Ontario Drainage Act, a resolution to that effect having been passed by the Council this day.

The blank papers forwarded by the Department have been mislaid, but if any further papers are necessary please forward the blanks and they will be filled up and forwarded to the Department without delay.

We are, Sirs,
Your most obedient servants,
JOHN FRASER.
Reeve East Williams,
DAVID WYLIE.
Clerk.

Honourable John Carling,
Commissioner, Agriculture.

COUNCIL ROOM, ST. JOHNS,
LONDON TOWNSHIP, ARVA P.O., July 3rd, 1871.

Hon. JOHN CARLING.

SIR,—We the Reeve and Council of London Township having been requested by petition to have a section of this township come under the Drainage Act, and in looking over the Act, we do not fully understand how to proceed. The petition is signed by nearly all the parties who will be benefited, and they are willing to pay what the law directs. We request therefore, although we are satisfied your time is fully occupied, that you will be kind enough to direct that the necessary information as to how to proceed will be furnished us so soon as convenient.

We are, Sir, yours,
WM. H. RYAN,
Reeve.

Signed in behalf of Council.

NAIRN, Ont., 19th Aug., 1871.

SIR,—I had the honour to receive a communication from the Department of Public Works, dated 30th June last, in reference to the survey of swamp lands in this township, in which it was stated that as soon as the Assistant-Engineer returned from some works he was then visiting, the matter of our communication would have attention. As I have not received any further communication from the Department, neither has there been any survey made of the swamp as far as I can ascertain, I am instructed by the Municipal Council to communicate with the Department, and ascertain whether there is any likelihood of action being taken in the matter this season or not.

I may state that the swamp is now perfectly dry, and has been so for some time and the season particularly favourable for ditching operations.

I have the honour to be,
Sir,
Your most obedient servant,
DAVID WYLIE,
Clerk, East Williams.

W. Edwards, Esq.,
Secretary, Department Public Works, Ont.

COUNCIL ROOM,
LONDON TOWNSHIP, Sept. 4th, 1871.

SIR,—The Council of the Township of London in the County of Middlesex, in the event of the Government deciding to undertake the drainage of lands in this township out of the appropriation made for that purpose will provide by by-law for the repayment of the outlay as contemplated by the Drainage Act passed during the last session of the Legislature.

I remain,
Your obedient servant,
WM. H. RYAN,
Reeve of London.

The Honourable
Commissioner Public Works, Toronto.

WEST NISSOURI, Sept. 14th, 1871.

SIR,—Whereas application has been made by certain individuals in this municipality requesting that a drain be opened from the town line between London and Nissouri commencing at Lot No. 3, and ending at Lot No. 11 in the 4th Concession and that the said drain should be carried through under the provisions of the Ontario Drainage Act, and the Municipal Council hereof being of opinion that the opening of the said drains would greatly benefit the lands through which the said drain would pass and have by resolution decided upon complying with their request, and have authorized me to request you to send the proper parties to make the necessary survey or examination of the course of the contemplated drain and assessments or valuations upon the several lots or parts of lots to be benefited by the said drain.

Yours, etc.,
A. W. BROWN,
Reeve West Nissouri.

Hon. John Carling,
Commissioner Public Works, Ontario.

TOWNSHIP OF SARNIA,
September 25th 1871.

SIR,—I am directed by the Council of the Township of Sarnia to enquire whether, in accordance with Mr. Edward's letter of May 3rd, it is the intention of your department to send on an engineer to examine the Township of Sarnia with a view to the drainage of swamp lands during the present year.

On account of the long continued drought the present time affords a rare opportunity for examining the wettest parts of the township. The Council will be greatly obliged by an early and definite reply.

I have the honour to be,
EBENEZER WATSON,
Clerk Sarnia Township.

Hon. John Carling,
Commissioner of Public Works,
Province of Ontario, Toronto.

EAST TILBURY,
September 25th, 1871.

SIR,—A petition was sent in to Government last spring from the East Tilbury Council requesting that the Creek flowing into lot 22, 6th, 7th and 8th Concessions be deepened as far as the 9th Con. line, the drain to be continued down said line N. E. &c.; to be done under the provisions of the Ontario Drainage Act. They received answer to the effect that it would be attended to at earliest convenience. The interested parties fear that the matter has been overlooked, and no survey has yet been made of the drain which is so very urgently needed on account of the low nature of the land. I am sorry to trouble you with what may seem such a trifling matter, but if you would give it your attention you would be conferring a very great favour. The season is very favourable now for surveying and the performance of the work.

I have the honour to be,
Sir,
Your obedient servant,
WM. BURGESS.

To the Hon. John Carling.

If you favour me with a reply, my P. O. address is Valetta, Ont.

COUNTY CLERK'S OFEICE,
KINGSTON, ONTARIO, 7th October, 1871.

DEAR SIR,—I am directed by the Warden of this County to send the enclosed petition to you, trusting that you will do your utmost to carry out the prayer of the said petition. You will please write to Elijah Irzner Esq., Reeve of the Township of Portland, at Loughborough P.O., and let him know what you intend to do in the matter.

Respectfully yours,
JOHN CRAIGH,
County Clerk.

Hon. John Carling,
Toronto.

To the Honourable JOHN CARLING,
Commissioner of Public Works for the Province of Ontario, &c. &c.

The Petition of the Municipal Council of the Corporation of the Township of Frontenac

RESPECTFULLY SHEWETH:

That whereas the inhabitants and property holders in the several townships of this and the adjoining Counties of Lennox and Addington, especially in the Townships of Camden, Portland, Hinchinbrooke and other rear townships through which the colonization or Frontenac road runs on or near the course of the Napanee River, have suffered serious losses to their crops and meadows for a number of years past by the overflow of the said river, caused by the erection of a dam for the use of and for the benefit of certain mill-owners, having and owning sites on the said river. Your petitioners would respectfully beg leave to state that this grievance has existed so long and the hardship has become so oppressive to the poor settlers affected thereby that they cannot tamely submit such a state of things to exist any longer. The height of said dam being in many places as much as seventeen inches above the rocky embankment along the course of said dam.

Your petitioners have been informed that a survey preliminary to draining the said lands having been made of the locality by order of the Department over which you have the honour to preside, we, your petitioners would therefore most respectfully yet urgently pray that you will be pleased to give your serious attention to this matter without delay and give the order for the drainage of the said overflowed lands to be proceeded with at once, in order that at least a portion of the work may be completed this fall.

And, as in duty bound, your petitioners will ever pray.

C. H. GODFREY,
Warden M. S.
JOHN CRAIG,
County Clerk.

County Clerk's Office,
Kingston, 7th October, 1871.

ST. THOMAS, 14th November, 1871.

SIR,—Mr. Thomas Hunter, Reeve of Southwold, desires me to write you in regard to application of Southwold Council to your Department to cut a drain in the northern part of that township. Mr. Hunter respectfully requests that you will give the matter your immediate attention, for if the drainage of the locality in question be further postponed, it will be very likely to damage persons in that neighbourhood and perhaps seriously trouble the corporation.

An answer at your earliest convenience will oblige,

COLIN MACDOUGAL.

The Hon. John Carling.

CORUNNA, P.O., 17th Nov., 1871.

SIR,—Mr. Wm. McMillan has made a preliminary survey of the drain in Dorchester, and if the Government think well of it, the Council is very anxious for the work to be proceeded with without any more delay. They have instructed me to write to you and ask why so much delay, as we wrote first about it last April and comparatively nothing is done yet.

Yours respectfully,
R. DREANY,
Reeve Dorchester.

The Hon. J. Carling,
Commissioner Public Works,
Toronto.

NORTH DORCHESTER, 14th April, 1871

SIR,—The Council of the Township of North Dorchester, in the County of Middlesex, in the event of the Government deciding to undertake the drainage of lands in this township out of the appropriation made for that purpose, will provide by by-law for the repayment of the outlay, as contemplated by the Drainage Act passed during the last session of the Legislature.

I am, your obedient servant,
ROBERT DREANY,
Reeve of N. Dorchester.

To the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario.

The Petition of the Corporation of the County of Oxford in Council assembled

HUMBLY SHEWETH:

1. That the construction of drains and watercourses in the several municipalities of Ontario is a responsible and onerous duty imposed by law upon the several municipalities.

2nd. That the discharge of such a duty in the interests of the public is often followed by law suits for flooding or otherwise injuring private property and the owners of such properties almost invariably succeed against corporations.

3rd That, in the opinion of your petitioners, it would be for the public interest, if some system of arbitration could be devised, to settle all matters of dispute arising out of the construction of such drains and watercourses, and thus terminate a most prolific source of litigation.

4th. That Section 14, cap. 26 of 8th Victoria, be amended so as to read one dollar instead of 40 cents.

5th. Your petitioners therefore pray that you will take the above matter into your favourable consideration and recommend such legislation in the premises as may be necessary to accomplish the ends in view.

And your petitioners, as in duty bound, will ever pray.

THOS. ABRAHAM,
Warden.

Council Chambers, Woodstock, 14th Dec., 1871. [M.S.]

COUNCIL CLERK'S OFFICE,
RALEIGH, 13th Feb., 1872

TO THE HON. A. MCKELLAR,
Commissioner Public Works,
Toronto, Ont

DEAR SIR, —Below I hand you herewith a copy of a resolution passed on the 12th inst., by the Municipal Council of the Corporation of the Township of Raleigh.

I am, Sir,
Yours most respectfully,
JOHN JENNER,
Clerk, Charing Cross, P.O.

Moved by Mr. Dillon, seconded by Mr. McNeil—That after having the specifications of the drainage works, under the directions of the Board of Works in this township read, are of opinion that an examination and inspection of these works should forthwith be made.

Be it therefore resolved that the clerk write the Honourable Commissioner of Public Works, strongly urging him to send on a person, which has not been heretofore connected with the same, to examine and inspect the same and report.—Carried.

I certify the above to be a true copy.

JOHN JENNER,
Township Clerk.

SARNIA, 5th March, 1872.

SIR,—In accordance with your instructions, I have examined the drainage works now in progress in the Township of Raleigh, with a view of ascertaining whether the same are being carried out in accordance with the spirit and tenor of the plans and specifications prepared for the works and on which the contracts are based, and beg to report thereon as follows: —

DRAIN NO. 1, on side lines 12 and 13—That portion of this drain in the open plains is very crooked and does not appear to me to have been properly located. The material excavated, contrary to the specifications, is thrown in some places on that side which is not used for road purposes, in some instances is not moderately levelled or removed the proper distance from the drain, and where the same passes through woods, the trees and brushwood are not cut down to the width required, nor are all stumps and roots grubbed and removed from the limit of the outer edges of side slopes, and stumps which have been taken out of the drain have been deposited upon that portion of the road to be used for travel.

DRAIN NO. 2.—The same remarks apply to this drain through the plains as to No. 1 with regard to location.

That portion which runs diagonally across lot No. 7 through the woods is left in a very imperfect state; there being no open space left for the water to pass into the drain.

THE OUTLET—Mr. McDonald informs us is not yet commenced.

I have the honour to be,
Sir,
Your obedient servant,
JOHN F. FRANCIS,
Provincial Land Surveyor.

To the Honourable,
The Commissioner of Public Works, Toronto.

MATILDA, July 5th, 1872.

SIR,—We the undersigned, Reeves of Mountain and Matilda beg to enclose you copies of resolutions adopted by our respective boards and to request that the Government will respond to the application as soon as possible. The Nation River overflows its banks and large tracts of land are submerged and their owners subjected to serious loss. Petitions numerously signed have been presented to the Councils to take action in the matter as it is thought that the deepening of some shallows in the river will prevent the injurious floods. Should it be found practicable, and not too costly, the municipalities interested will undertake the work under the Drainage Act of last session. Meanwhile we would urge the Government not to delay making the survey while the water is low.

WILLIAM RINIONS,
Reeve.

Moved by A. Harkness, seconded by A. C. Cussleman—That the Reeve be authorised in conjunction with the Reeve of Mountain, to request the Ontario Government to send on a competent engineer, to make a survey (under the Ontario Drainage Act) and estimate of the cost of deepening the Nation River for drainage purposes. Carried.

R. HARKNESS,
Clerk.

To the Honourable Archibald McKellar,
Commissioner of Agriculture and Public Works.

TOWNSHIP OF MOUNTAIN COUNCIL ROOM,
July 6th, 1872.

Moved by Mr. Saffel, and seconded by R. B. Richardson, that the Reeve of this corporation be authorized in connection with the Reeve of Matilda Council, to request the Ontario Government to send on a competent engineer to make a survey and estimate of cost of survey and deepening the Nation River for drainage purposes under the Ontario Drainage Act, only provided the Ontario Government will meet the costs of such survey. Carried.

A. CURRIGAN,
Township Clerk.

JOSEPH HYNDON.

To the Honourable A. McKELLAR,
Commissioner Public Works.

SIR,—I, the undersigned, Reeve of the Township of Mountain, beg to enclose you a copy of a resolution adopted by our respective body, and to request that the Ontario Government will respond to the application as soon as possible.

The Nation River overflows its banks and large tracts of land are submerged, and their owners subjected to serious loss.

Petitions numerously signed have been presented to the Councils of Mountain and Matilda to take action in the matter, as it is thought that the deepening of some of the shallows in the river will prevent injurious floods, should it be found practicable and not too costly the townships interested will undertake the work, provided the Ontario Government will meet the cost of such survey.

And would most earnestly request the Government to make the survey while the water is low.

Signed on behalf of the municipality of Mountain.

JOSEPH HYNDON,
Reeve.

WILLIAM RINIONS,
Reeve.

GLENCOE 13th August, 1872.

HON. SIR, –Herewith please receive two Debentures of the municipality of Ekfrid, one for $300, and the other for $150. Enclosed are the report of the engineer, copy of by-law, plan and profile of the drain for which each Debenture is issued.

The assessed value of the township for 1872 is $349,000. The rate per $\$1\frac{00}{100}$ for all purposes, including County rate, but excluding school rates is 1 cent 8 mills.

Should all prove satisfactory, Mr. Black of Appin Post Office, our Township Treasurer will receive the cash for the Debentures. They are made payable in London, but if you desire it, both Coupons and Debentures can be paid at Toronto.

I am, Hon. Sir,
Your obd't servant,
WILLIAM SUTHERLAND,
Township Clerk, Ekfrid.

Honourable Archibald McKellar,
Commissioner of Public Works, Toronto.

CANADA COMPANY'S OFFICE,
TORONTO, August 30th, 1872.

DEAR SIR.—In compliance with the requirements of sec. 2, of an Act passed last session by the Legislative Assembly of Ontario, Chap. 102, I beg to submit for your approval the plan by which the Canada Company propose to carry out their intention of draining the tract of land mentioned in the said Act

Any further information on the subject that you may require we will be happy to give, an early reply will oblige.

Yours truly,
W. B. ROBINSON,
Commissioner.

Honourable Archibald McKellar,
Commissioner Public Works, Toronto.

To the Hon. the Commissioner Public Works for the Province of Ontario.

The Memorial of the Municipal Council of the Township of Sarnia.

HUMBLY SHEWETH :—

That arrangements were made by this Municipality for having a portion of the drainage for which surveys were made by Mr. Jones carried on under the Ontario Drainage Act of 1869, and for various reasons this Council would prefer that in regard to portion of drainage referred to, this plan should be carried out.

This Council would therefore respectfully enquire whether it is the intention of the Government to ask from the Legislature any farther appropriation under the said Act.

And your Memorialists &c.
EBENEZER WATSON,
Clerk. (L. S.)

Sarnia Township October 9th 1872.

ALDBOROUGH MUNICIPAL CLERK'S OFFICE, 26th October 1872.

Hon. A. McKELLAR,
Commissioner Public Works, Province Ontario.

SIR,—I am directed by the Municipal Council of this Township to apply to you for a loan of money from the Drainage Fund and under by-laws passed in this townshis for drainage.

One by-law is drawn under the Provincial Drainage Act for 1872 and the work under contract: the assessment on lands for the drains is $920.00 on roads $475.00, total $1,395.00. The Council is desirous of issuing debentures for the whole amount if the Government will grant the money. Two other by-laws have been passed by the Council under the Drainage Act of 29 and 30 Vic. and the drain completed, amounting by assessment on lands to the sum of $1177.00, which sum the said Council also wishes to obtain from the Drainage Fund.

Please inform the Council if the total sum can be obtained and if not what proportion of it, when I will send Department copies of specifications, plans and certificates.

I am, Sir,
Your most obdt. servant,
SAML. KIRPATRICK,
M. Clerk.

RESOLUTION passed by the Municipal Council of the Township of South Plantagenet at a meeting held on the 22nd day of March, 1872, for the purpose of taking into consideration the cutting of the Rock in the Nation River known as the "Pitch off."

Moved by Mr. Lemieux, seconded by Mr. Franklin and unanimously resolved: That this Council shall and will pass the necessary by-law to raise the sum requisite to pay for removing the rock in Nation River at "Pitch Off," not exceeding thirty-three yards in width, under the provisions of Carling's Drainage Act.

(Seal) T. C. Office, Riceville,
22nd March 1872.

Certified the above to be a true copy,
A. MACLEAN, J. C.

TORONTO, 8th September, 1871.

A. McDONELL,
Chatham.

DEAR SIR,—Having considered the subject in connection with the enlargement of the outlet drain, I have to request that you will stake it out in the 4th and 5th concessions of East Tilbury to the following dimensions:

In the 4th Concession 14 feet bottom width
" " 5th " 12 " " "

And in conformity with the profile sent to you.

Yours Truly
T. N. MOLESWORTH.

To the Hon. ARCH. McKELLAR,
Commissioner of Public Works, Province of Ontario.

The Memorial of the Municipal Council of the Township of Sarnia

HUMBLY SHEWETH:—

That in the month of January 1871 application was made by the Municipal Council of this Township to the Government of Ontario to establish a system of drainage under the Government Drainage Act.

That a period of sixteen months has now elapsed since such application was made and though some surveys have been made and levels taken. We have received no definite information in regard to the matter.

That your Memorialists therefore respectfully request that information may be given to this Council as to what the intention of the Government or Public Works Department is in reference to this matter or if a system of drainage has been decided on, and whether such drainage will be a general or only a partial drainage of the township.

And your Memorialists &c.

JOHN LOWRIE
Reeve,
EBENEZER WATSON
Clerk, (T. S.)

Township of Sarnia, June 3rd, 1871.

TORONTO, 17th June, 1872.

E. WATSON, ESQ.,
Clerk Sarnia Township.

DEAR SIR,—I am requested by the Commissioner to acknowledge the receipt of a Memorial from the Council of the Township of Sarnia in relation to drainage works and I have to state in reply thereto that plans and details of the survey made by Mr. Jones, of Sarnia, were received at the Department in April last, since which time no action has been taken in reference to them and it is not the intention of the Government to proceed with the works, which would be required, as there are no funds available under the Ontario Drainage Act, the balance being required to complete contracts already entered into in other townships. If the Council are desirous of carrying out drainage works under the Act of last session, by selling debentures to the Government, they can do so: in which case the Commissioner will be glad to furnish copies of the plans and reports received from Mr. Jones, on application being made to him for that purpose.

I am, dear Sir,
Yours Truly,
T. N. MOLESWORTH.

To the Honourable A. MCKELLAR,
Board of Works, &c., &c., Ontario.

SIR,—The municipality of the Township of Tilbury East were much surprised to learn that A. Macdonell, P.L.S., had surveyed from Finn's Creek, Raleigh, along the town line to the 7th concession, a distance of four miles, which would be a great expense in construction and turning a stream running through Raleigh to destroy the town line road, and incur a heavy damage to settlers, both in Raleigh and Tilbury East, on the line. Therefore this municipality will not pay any of the expense incurred, nor will any party but the municipality of Raleigh be benefited in the least. Therefore the municipality of Tilbury East request the Board of Works to let the creek run where the water made the channel.

Tilbury Council Chamber. ALEXANDER COUTTS,
Reeve.

J. H. FLETCHER,
Town Clerk.

TORONTO, 8th September, 1871.

A. COUTTS, Esq.,
Reeve, East Tilbury.

DEAR SIR,—In reply to your letter of the 2nd instant, I have considered the subject in connection with the enlargement of the bottom of the outlet drain on the 4th and 5th concessions, and will give instructions to Mr. McDonell to make the drain fourteen feet wide at bottom on 4th concession, and twelve feet wide at bottom on the 5th concession.

I hope to go over the drains in Tilbury some time this fall, but am unable to say when from pressure of business elsewhere.

Yours truly,
T. N. MOLESWORTH.

TILBURY EAST, 11th May, 1872.

To the Honourable A. McKELLAR,
Commissioner Public Works.

I am sending you a copy of the minutes of the County Council of Kent for the year 1859, where you will see on page 79 a report recommending the outlet in J. Finn's Creek by the Reeve of Raleigh, Mr. White, and Mr. Russell, Reeve of Tilbury. You will likewise see on page 60 of same book the petition of John Finn and some sixty-five others, which will be a proof of what was wanting. The work was done at that time by the County Council, and there has been no more complaint until now, and if the proposed ditch is made, it will bring the water faster, but very little more of it.

I have the honour to be,
Sir,
Your obedient servant,
ALEX. COUTTS,
Reeve.

SOMBRA, 3rd April, 1872.

Honourable A. McKELLAR, Esq., M.P.P.,
Commissioner Public Works.

DEAR SIR,—Our late Reeve—Member for Kent—informs me that there is $10,000 00 yet unexpended under the former Drainage Act, and advises me to apply to you to have the same expended in Sombra under your own management, on the drain west of Bear Creek, according to the plan of said drain. Now have the kindness to inform me if you will grant us this request, and, if so, state what will be the proper course for us to take in this matter.

I think the above sum would make the above drain, which is much wanted, and I suppose the land benefited by said drain would have to pay rent, and the township the balance. I hope you will comply with this request, but if not available, we will have to work on the new Drainage Act; but Mr. Dawson states that he thinks you will expend yourself the $10,000 00 as above stated. Please answer this as soon as possible, with your advice and the information we require concerning these drains, and you will greatly oblige

Your well-wisher,
PETER CATTANACH,
Reeve.

DAWN, April 13th, 1872.

Honble. A. MACKELLAR.

DEAR SIR,—Yours, dated March 5th, was received some time ago, for which receive my best thanks. Am glad to hear the Ontario Drainage Act has been amended. The people will now be better satisfied with it than they were before, and, as you say, the work can be done cheaper than under the Government. We think now of having the work done under the Council. Sherman Malcolm, Esq., has located the ditch. He has sent on his report to the Department; perhaps you have seen it by this time. You say all we have to do will be to employ an engineer to make the assessment, and report the plans as prepared by him.

Now we think that Mr. Malcolm's plans will do, but we will not have him to take charge of the work. If you say so, we will employ Mr. McGeorge, of Chatham. I would be glad if you could send him a spare copy of the Drainage Act.

I would like to ask you the following questions :—The Trustees of School Section, Number , in the township, want to borrow money. Some of the township officers say the Reeve must issue the debentures. Now it is my opinion that the Trustées themselves must issue them. You will please let me know if I am right in this.

Sect. 35 of the School Act says that each township council may grant to the trustees of any school section power to borrow money on their application. You will please excuse me for thus intruding upon your time and patience; and I trust that you may be long spared to perform the duties of the office you now occupy.

Yours truly,
CALL. MACDONALD.

Honble. McKellar, Toronto.

TORONTO, 16th Aug., 1872.

C. MACDONALD, Esq.,
Reeve Township Dawn, Florence.

SIR,—In accordance with instructions from the Honble. the Commissioner of Public Works, I send you herewith plans of survey for drainage in the Township of Dawn, viz., (1.) Trace plan of the Township, showing the line of drain. (2.) Trace plans of the profiles of the line of drain, showing bottom width and depth of cutting at each stake, as planted in the survey, and 1, table showing the bottom width and depth of cutting at every stake throughout. The drain as laid out is intended to have side slopes of one foot horizontal to one foot vertical—that is, for every foot in depth, the width of the drain as it goes up from the bottom will increase two feet; thus a drain having three feet bottom width and four feet in depth, would have eleven feet top width, and so on for the various depths.

The quantity of excavation in the whole drain, as per the plan, will amount to 75,000 cubic yards, and may be estimated to cost 20 cents per cubic yard, exclusive of all excavation, grubbing, clearing and formation throughout, and this would give $15,000 00 as the estimated cost of the whole. Please acknowledge receipt, and if you desire any further information it will be sent you.

I have the honour to be, Sir,
Your obedient servant,
T. N. MOLESWORTH.

DIXON'S CORNERS, June, 8th, 1872.

Honble. A. MCKELLAR.

DEAR SIR,—I enclose you copy of resolution of Matilda Council. It speaks for itself. The Council do not wish to take steps to deepen the Nation River, under the Drainage Act, until they know what course the Government intend to pursue, and how that course would affect the proposed action.

An early reply will oblige.

Yours truly,
R. HARKNESS,
Dixon's Corner

(Copy of Resolution of Matilda Council.)

Moved by A. Harkness, seconded by A. T. Castleman: That the Clerk be instructed to correspond with the Commissioner of Agriculture, to ascertain whether the Government contemplate letting the St. Lawrence water into the Nation River, and if so, whether it would in any way affect the deepening of the bed of the river by the municipalities interested under the Ontario Drainage Act.—Carried.

R. HARKNESS,
Clerk.

Matilda, June 7th, 1872.

TORONTO, 17th June, 1872.

R. HARKNESS, Esq.,
Clerk of Matilda Council.

DEAR SIR,—In reply to your letter of the 8th inst., containing a resolution of the Matilda Council, I am requested by the Commissioner to state that it is not the intention of the Ontario Government to proceed with any works for the purpose of letting the water of the St. Lawrence into the Nation River, and I apprehend that the cost of such work would deter a company of private individuals from engaging in their construction.

With regard to deepening any part of the Nation River for drainage purposes, the requisite works would have to be undertaken by the municipalities under the *recent Drainage Act*, by which the Government is authorized to purchase township debentures issued for that purpose, after a survey and estimates of the cost of the work have been made, but it is likely that on application of the municipal council interested, the Government might carry out a survey of the river under the Ontario Drainage Act, the cost of the survey in such a case being defrayed by the Government.

I am, dear sir,
Yours truly,
T. N. MOLESWORTH.

INKERMAN, May 17th, 1872.

SIR,—I am instructed as clerk of the Municipality of Mountain and, in connection with the Municipality of Matilda, both townships situated in the County of Dundas, to desire proper information or the proper blanks for making application for the survey of the Nation River, in order to know the practibility of deepening the same in order to drain the overflowed lands on either side situate in each township as aforesaid, and caused by obstructions in said river. I would be pleased to have your reply as I have written once before on this matter and have no reply.

Respectfully Yours,
ALVA CURRIGAN,
Tp. Clerk, Mountain.

Hon. A McKellar,
Commissioner Public Works,
Toronto.

TORONTO, 23rd May, 1872.

SIR,—I am instructed by the Honourable the Commissioner of Public Works to acknowledge the receipt of your letter of the 17th inst., and to state in reply that it would be desirable that the Township Councils of Mountain and Matilda should pass resolutions asking the Government of this Province to have the necessary surveys made as referred to in your letter, and to forward the same to the Commissioner of Public Works, who will then consider the desirability of having the required surveys carried out by the engineering staff of this Department.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH.

Alva Currigan Esq.,
Township Clerk, Mountain,
Inkerman P. O.

NAIRN, ONT., 29th April, 1872.

SIR,—The Municipal Council of the Township of East Williams made application on the 26th June last to the Honourable Commissioner of Agriculture and Public Works for the drainage of a swamp in the township under the provisions of the Ontario Drainage Act, and received from the Department in reply to their application a letter dated on the 29th of the same month, stating that as soon as the assistant Engineer, Mr. Molesworth, returned from some works he was then visiting the matter should have attention.

From the tenor of the reply to their application the council were under the impression that immediate action would be taken. Nothing more, however, was heard of the matter till late in the fall, when Mr. Dyas, C.E., of London, came and made a survey of the premises and subsequently during the winter came back and ran the line for the proposed outlet, completing the leveling about the 15th March. As it is most desirable that the work be proceeded with without delay, and as the season is advancing, I am instructed by the Council to request that you will be kind enough to inform me for their information and likewise for the information of parties desirous of tendering for the work, when the plan and specifications may be looked for, and such other particulars as may be necessary for parties tendering for the work.

I am sir,
Your most obedient servant,
DAVID WYLIE,
Tp. Clerk, E. W.

Honourable Archibald McKellar,
Commissioner of Public Works.

TORONTO, 2nd May, 1872.

SIR,—I am directed by the Honourable the Commissioner of Public Works to acknowledge the receipt of your letter of the 29th ultimo, and to state that when present contracts for drainage works are completed, there will be no balance available under the Government Drainage Act for any new works, and I have therefore to refer you to the "Act for the Construction of Drainage Works," passed last session, a copy of which I send you, whereby municipalities are enabled to obtain loans from the Government by the sale of debentures for the purpose of carrying out drainage works under their own supervision, and I think it advisable that you should ascertain whether the council is desirous of proceeding with the drainage in this way. In which case plans and specifications can be sent you from this Department of the drain line as located by Mr. Dyas, of London.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH

David Wylie Esq.,
Township Clerk, East Williams,
Nairn P. O.

TORONTO, 29th May, 1872.

D. WYLIE, Esq., *Township Clerk, East Williams, Nairn.*

SIR,—I am requested by the Honourable the Commissioner of Public Works to enclose you copies of the plan and profiles of the drain laid out by Mr. Dyas, in East Williams, as they may be of use to the Council in the event of their carrying out the work under the recent Drainage Act of last session. The profile shows the depth of excavation required along the course of the proposed drain, and the bottom width throughout is marked as four feet, the side slopes of the excavation should be one foot horizontal to one foot vertical, so that for *each foot* in depth of the drain its top width should increase *two feet*. The quantity of excavation according to the plan should be 13,200 cubic yards, which may be estimated to cost 20 cents a cubic yard in excavation, inclusive of all grubbing, clearing, formation of slopes, and everything required in construction of the work.

The whole length of the proposed work would be 850 rods.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH

DORCHESTER. 17th April. 1872.

To the Honourable the Commissioner of Public Works, Toronto.

SIR,—The Township Council of the Township of North Dorchester has come to the conclusion to go on with the drain under the Drainage Act of last session and instructs me to apply for the survey and plans now at the Department. for the use of the Council. Will you forward them to me without delay. as we want to go on with the work without delay.

I am, Sir,
Your obedient servant,
ROBERT DREANEY.
Reeve.

Address. Crumlin. P. O.

ROBERT DREANEY, Esq., *Reeve, N. Dorchester, Crumlin P. O.*

SIR,—I am requested by the Honourable the Commissioner of Public Works to enclose you traced plans of the proposed drain in N. Dorchester. as laid out by Mr. McMillan. C.E., and I also enclose copies of his report thereon. and list of occupiers of land along the drain. The drain should be made with a bottom width of 12 feet throughout and the sides should have a slope of 1 foot horizontal to 1 foot vertical. and this would give an increase of two feet to the top width for every foot in depth. Thus where the drain would be 3 feet deep. with a bottom width of 12 feet. its top width should be 18 feet. and so on. 4 feet in depth should give 20 feet top width. The quantity of excavation required for a drain of these dimensions, and the length given. would be 28.700 cubic yards. and I estimate its cost at 20 cents per cubic yard. to include all grubbing. chopping. clearing. excavation. and everything required to form a complete drain. and this would amount to $5.740 exclusive of the cost of inspection and superintendence.

The cost of Government drains under contract varies from 16 to 24 cents per cubic yard in the different contracts. and this may be a guide to you in letting the work. If you desire a specification I will send you one if you will write me.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH.

DORCHESTER. March 15th, 1872.

HONOURABLE A. MCKELLAR. *Commissioner Public Works.*

SIR.—It is about twelve months since the Corporation of North Dorchester applied to the Government for a drain in the Township. and the contract not let yet. Will you inform me why the delay as the parties interested are very anxious that the work be proceeded with. as the surveys have been completed and no word of advertising for contract yet.

I am. Sir.
Yours respectfully,
R. DREANEY.
Reeve Dorchester.

R L. Adams, Crumlin P. O.

TORONTO, 25th March, 1872.

R. DREANY, Esq.,
Reeve of Dorchester, Crumlin P.O.

SIR,—I am requested by the Honourable the Commissioner of Public Works to state in reply to your letter of 15th inst., that the survey for drain in the Township of Dorchester was not completed this year in consequence of the illness of the surveyor who was on the work. It is doubtful whether there will be funds available under the Government Drainage

Act for any new works, and I have to suggest that the council of your township might perhaps carry out the work under the new Act of last session, by selling debentures to the Government, and carrying on the works under the Municipal Drainage Act, in which case the Commissioner will place the survey and plans at the service of the council.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH.

ENNISKILLEN, March 25, 1872.

Mr. MACKENZIE.

SIR,—You are aware that the council of the Township of Enniskillen for 1871 petitioned the Government, at the request of Mr. James Metcalf, of Toronto, to ditch the 24th side road from the Bear Creek into Dawn Township, and each concession from the town line of Brook, west to the 24th side road. The Government granted their request, and sent a surveyor which surveyor ran the lines, and took the levels on the above mentioned roads. Then the council wanted the surveyor to run the lines west of the 24th side road on the 12th concession, to lot 19th on the 10, to lot 18 on the 8th con. to lot 15 on the old plank road, the 6th con. the same, and the 4th con., likewise the 2nd con. to the Oil Springs corporation, I think. Mr. McMullen, the surveyor, refused to do so until he would get instructions from the Government. The council again petitioned the Government to have those roads west of the 24th side road surveyed and ditched also, which they granted, and Mr. McMullen surveyed the roads west of the 24th side roads to the within mentioned points. When the council was asked why they were going to ditch west of the 24th side road, the reply was that there was no use ditching east of the 24th side road, if they did not open the roads into the said road. It is for the sole purpose of opening up the roads that they want the ditching done west of the 24th side road, and not for draining wet lands. Now, sir, by doing so it will include almost all the settlers in the east part of the township, and which I think is very unjust and unfair, and which settlers are crying out against. If the speculators want their lands ditched east of the 24th side road, they are perfectly willing it should be done; but to have ditching come any further west than the 24th side line, they are crying out against it. They don't wish to be taxed for the purpose of improving the speculators' lands, as every person knows that nine-tenths of the taxes have always been carried to the west side of the township; and now, when the east side wants a mile or two of a road opened, they petitioned Government to do so at the expense of a few settlers, and then carry the taxes to the west side still, which I myself consider very unjust and unfair; and I trust that you, as the representative of this county, will see that the ditching will extend no further west than the 24th side road. The action of Mr. McPherson in this matter was the cause of his defeat at the last election.

The inhabitants in the east part of the township requested me to communicate with you about this matter. If you think it necessary, they will petition the Government against it. Please let me know what course to pursue in the matter. If you will let me know when you will be in Sarnia, I would come in and see you, and explain the matter more fully.

I remain,
Honourable Sir,
Yours respectfully,
JOHN L. WILSON,
Reeve of Enniskillen, Petrolia P.O.

To the Honourable A. Mackenzie,
Provincial Treasurer, Toronto.

ENNISKILLEN, March 25th, 1872.

To the Honourable ALEXANDER MACKENZIE,
Provincial Treasurer, Toronto.

SIR,—I am informed the present Government intend purchasing township debentures at 5 per cent. If such is the case, you will please let me know.

As the Township of Enniskillen has issued debentures for local drainage purposes, which they wish to dispose of, if the Government intend to do so, please let me know as soon as possible.

Yours respectfully,
JOHN L. WILSON,
Reeve of Enniskillen, Petrolia P.O., Ont.

ENNISKILLEN, 27th May, 1872.

JOHN L. WILSON, Esq.,
Reeve Enniskillen, Petrolia P.O.

SIR,—I am requested by the Honourable the Commissioner of Public Works to enclose you herewith copies of the plans and profiles of the drainage survey made in the Township of Enniskillen by Mr. McMillan, C.E., and I also send you a copy of the Commissioner's Report on Public Works for 1871, wherein at page 51 and 52 you will find details of report on this survey.

The bottom widths of the proposed drains are shown on the profile, and the side slopes are intended to be at 1 foot horizontal to 1 foot vertical, so that for every foot in depth of drain, its top width would increase by two feet, and the following are the quantities of excavations in each:—

No.	1	drain contains	13,400	cubic yards	of excavation.
"	2	" "	23,223	"	"
"	3	" west "	24,770	"	"
"	3	" east "	19,078	"	"
"	4	" west "	22,300	"	"
"	4	" east "	18,279	"	"
"	5	" west "	21,700	"	"
"	5	" east "	16,344	"	"
"	6	" "	6,025	"	"
"	7	" "	13,793	"	"
"	8	" "	12,788	"	"
	Total,	....	191,700	"	"

The estimate of the cost of these works, as per published report, is $40,000 for the whole, which is based on a price of 20 cents per cubic yard for the earth excavations, which would include the cost of all clearing, grubbing and excavation, and everything necessary to complete the drain, and also an allowance of a sum to cover the cost of superintendence and inspection and other contingencies.

If it is proposed by the township to construct any of these drains, steps can be taken to do so under the recent Drainage Act, and judging from other works under construction, the cost of any portion should not exceed 20 cents per cubic yard, exclusive of superintendence. If any further information is desired, it will be forwarded on application.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH.

CHATHAM, March 18th, 1872.

A. MCKELLAR, Esq., M.P.P.,
Commissioner of Public Works.

DEAR SIR,—I have the honour to acknowledge the receipt of yours of the 4th instant, and deemed it my duty to lay it before the Council, hence the delay

The Council concluded to accept your offer, and as we are about to issue debentures at once in order to raise money for drainage purposes, we would wish to know if we could have it at once by sending a copy of by law with debentures. As regards the township debt, I would state the only one under which it stands, which is for drainage purposes, viz., $6272.00. We have passed a resolution in Council to employ Mr. Molesworth, P.L.S., to lay down a systematic plan of drainage for the township. The council would wish you to use your influence with him in sending him here, and at as low charges as reasonable.

I have the honour to be,
Sir,
Your obedient servant,
RICHARD BRAYNE,
Per J. WEBB, *Clerk.*

TORONTO, 3rd April, 1872.

RICHARD BRAYNE, Esq.,
Chatham.

SIR,—In reference to your letter of the 18th ultimo, addressed to the Honourable the Commissioner of Public Works, on the subject of your township raising money on debentures for the construction of drainage works, I am requested by him to inform you that previous to the issue of Debentures by the Council it will be necessary to comply with the requirements of the Drainage Act, as defined in sections 1, 2, and 3, as to the preliminary steps required, and with section 18 of the same Act if the Council desire to sell their debentures to the Government.

It will also be necessary in connection with section 23 to furnish the Commissioner with the following information, viz. :—

1st. The value of the assessed ratable property in the township.

2nd. The total amount of debt, if any, contracted by the municipality.

3rd. The rate in the dollar required to meet the annual expenses of the municipality, including the interest and sinking fund on the debt.

I send you a copy of the Drainage Act of the last session, so that you may examine the sections referred to herein.

Your obedient servant,
T. N. MOLESWORTH.

SOMBRA, February 24th, 1872.

The Honourable A. MCKELLAR,
Commissioner Public Works.

SIR,—The Municipal Council of Sombra having made application to the late Commissioner of Public Works in the year 1870, and again in the year 1871, for an examination and survey of certain parts of the township, with a view to have it drained under the provisions of the Ontario Drainage Act, and a partial examination and survey having been made during the winter of 1871, I am again instructed by the Council to call your attention to the subject, and to request that you will be pleased to cause an examination and survey of the parts indicated in the application formerly made to the Department, with a view to have the drainage commenced as soon as possible.

I have the honour to be,
Sir,
Your obedient servant,
ANDREW MULLINS,
Township Clerk.

SOMBRA, March 28th, 1872.

The Honourable A. MCKELLAR,
Commissioner Public Works.

SIR,—I am instructed by resolution of the Council to request that you will be kind enough to forward me a profile of each of the drains marked in the plan which I lately received from the Department, and numbered from one to ten. The Council want to know the depth and width at the surface and bottom of each drain at stated distances of eight or ten rods; they also wish to know for reference the estimated cost per rod of each drain.

As the Council intend to perform some drainage works under the provision of the Act 32 Vic., chap. 43, I am instructed to inquire if the Council can borrow the amount required ($9,575.00) from the funds appropriated for the drainage of swamp lands in Ontario.

I have the honour to remain,
Sir,
Your obedient servant,
ANDREW MULLINS,
Township Clerk.

TORONTO, 1st. May, 1872.

SIR.—In accordance with the request in your letter of the 28th inst. I send you herewith tracings of profiles of No. 1 and 2 drains in Sombra together with specifications for the same. Having a press of office work just now, I am unable to send you profiles of the other drains referred to on the plan of survey; but as soon as the original profiles can be copied they will be sent you. The plans now enclosed refer to the drain west of the Bear Creek and one east of it as you will see by the specification, and these are the ones you will most likely require first.

The quantities of excavations for each drain are given in the specification as well as the bottom width for the different distances throughout, and I estimate the cost of the work at 21 cents a cubic yard for excavation, *including the cost of superintendence*, or 20 cents a cubic yard without the cost of inspection—the cost per cubic yard being inclusive of all clearing and grubbing and everything required in the formation of the drain and therefore the estimated price per rod for each drain would be as follows:—

No. 1 drain, 34,000 cubic yards at 21c. = $7140.00 for 1784 rods of drain or an average of $4.00 per lineal rod.

No. 2 drain, 47,000 cubic yards at 21c. = $9870.00 for 2185 rods of drain giving an average cost of $4 50 per lineal rod inclusive of cost of superintendence.

The contract prices for work on the various drains now under construction by the Government vary from 16 to 24 cents per cubic yard, exclusive of cost of superintendance and this together with the estimate I give, will guide you as to what the work should cost.

I have the honour to remain,
Your obedient servant,
T. N. MOLESWORTH.

Andrew Mullens, Esq.,
Township Clerk, Sombra.

TORONTO, 1st. March, 1872.

SIR. I am instructed by the Commissioner Mr. McKellar to enclose you a plan of the Township of Sombra, shewing the position of the various proposed drain lines as located by Mr. James last year, and which I think you will see cover all the drainage works required for the township so far as main drains are concerned and I submit the following brief details of each drain.

No 1 drain, 1784½ rods long would be 3 feet wide in bottom, at the head increasing to 8 feet wide, and would contain 34,000 cubic yards of earthwork.

No. 2 drain, 2,452 rods long would have bottom width increasing from 3 to 7 feet and would contain 47 cubic yards of excavation.

Nos. 3, 4 and 5 cross drains would have bottom widths from 2 to 6 feet as required and would contain 102,000 cubic yards of earth excavations.

No. 6, a leading discharge drain, would have bottom widths increasing from 6 to 12 feet, and would contain 52,000 cubic yards of excavation.

No. 7, 8, 9 and 10 discharge drains would have bottom width varying from 3 to 8 feet as required and would contain 34,000 cubic yards of excavation.

The whole system if carried out as located would therefore require that excavations of 269,000 cubic yards of earth extending over 44 miles of drain lines and I estimate the cost of the projected work at $58,000.

I remain,
Your obedient servant,
T. N. MOLESWORTH,
Asst.-Eng. for Ontario.

Andrew Mullins, Esq.,
Township Clerk, Sombra.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor praying that he will cause to be laid before the House copies of all Orders in Council and Correspondence in reference to the Insurance with the Isolated Risk Insurance Company, or any other Insurance Company, of any of the public buildings in this Province.

By Command,
T. B. PARDEE,
Secretary.

Provincial Secretary's Office,
Toronto, 5th March, 1873.

Treasury Department, Ontario,
Toronto, March 4th, 1873.

Sir,—I have the honour to transmit herewith copies of correspondence &c., &c., connected with the insurance effected on the public buildings of this Province.

I have the honour to be,
Sir,
Your obedient servant,
Adam Crooks,
Treasurer.

The Honourable, the Provincial Secretary, Toronto.

Recapitulation.

Isolated	78,000	975 00
Western	52,500	656 25
Br. America	52,500	656 25
North Br. & M.	77,500	968 75
London Corporation	72,500	906 25
Commercial Union	42.500	531 25
Ætna	42.500	531 25
Northern	30,000	375 00
	$448,000	5600 00

Treasury Department,
Toronto, April 9th, 1872.

The Treasurer has the honour to recommend that a warrant do issue in his favour for the sum of five thousand and six hundred dollars to pay insurance on public buildings, the sum of five thousand dollars having been appropriated for that purpose in the estimates of 1872, and chargeable to "Miscellaneous," the excess to be charged to "Miscellaneous" unprovided.

(Signed) A. Mackenzie,
Treasurer.

Order in Council for the payment of the above issued 10th April, 1872, and covers a large number of recommendations.

(Certified) W. R. HARRIS,
Accountant.

"NORTHERN" ASSURANCE COMPANY,
TORONTO EXCHANGE, May 6th, 1872.

SIR,—I have the honour to inform you that the "Northern" Assurance Company are desirous of drawing their Policies, covering insurances upon their books recently effected by the Provincial Government, in the following manner and in reference only to the undermentioned risks, viz:

Lunatic Asylum, Toronto........ ... . $15,000

A separation of the above amount into three (3) parts, covering centre portion of building, and the two wings respectively.

Normal & Model School Buildings $5,000

A separation into two (2) parts dividing the amount between the above school buildings.

From your own personal knowledge you will, I feel assured, see the advantage to the Government that will arise from making this division, facilitating as it does the speedy and equitable adjustment of a loss should any occur; as well as the justice to the insurers in protecting them from risk of fire from adjoining buildings which are in reality separate risks in an insurance sense. If you can meet the wishes of this company in this manner, I shall be greatly obliged.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOHN BOYD,
Agent.

Hon. A. Mackenzie,
Provincial Treasurer.

OTTAWA, May 8th, 1873.

SIR,—In reply to your letter, of 6th inst, asking the consent of the Government to your proposal in behalf of the "Northern" Assurance Company to the drawing of four policies on the risks lately taken on separate portions of the Lunatic Asylum and the Normal School buildings, I have to say that the Government cannot consent to alter the arrangement. The policies are in every case to cover the whole structure.

If any change were made with your company it would involve a corresponding change with all the other companies, and a reduction of the rate paid as the risk of loss would be less.

There can be no trouble or dispute regarding a settlement of any loss as the policies are unconditional.

I am sir,
Your obedient servant,
(Signed) A. MACKENZIE,
Treasurer.

John Boyd, Esq.,
"Northern" Assurance Company, Toronto.

RETURN

To an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a statement from the Registrar of the Court of Chancery showing the average sum paid in Law Stamps in each suit, and on the average what percentage of such bills is disbursements: also, a like statement from the Clerk of the Crown in the Queen's Bench, and from the Clerk of the Crown in the Common Pleas; also, a return from the Deputy Clerks of the Crown and Clerks of the County Courts, stating the amount each has received from County Court fees and services, Surrogate Court fees and services, filing and searches, &c., *in re* chattel mortgages, and as salary, and for other services as Deputy Clerks of the Crown, and Clerks of Assize; and the number of writs of mesne process and other writs, including subpœnas in the Superior Courts of Law; and the number of records entered for trial, and the number of judgments entered for the year ending 31st December, 1872, without details, except as aforesaid.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 28th February, 1873.

RETURN of Fees and Emoluments received by Deputy Clerks of the Crown, ending 31st December, 1872.

COUNTIES.	County Court Fees and Services.	Surrogate Court Fees & Services.	Filings, &c., *in re* Chattel Mortgages.	Salary as D. C. C. and P.	Additional Receipts for other Services, as D. C. C. and P. and Clerk of Assize.
	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
Algoma District					
Brant	346 22	323 30	60 00	300 00	32 00
Bruce	350 00	280 00	95 00	300 00	28 00
Carleton	543 33	355 01	32 50	400 00	68 00
Elgin	144 93	280 50	22 25	400 00	28 00
Essex	102 00	200 00	22 65	300 00	As clerk of assize 40 00
Frontenac	300 00	275 00	40 00	460 00	64 00
Grey	248 39	150 00	135 00	300 00	40 00
Haldimand	45 00	189 00	17 00	300 00	20 00
Halton	171 24	377 34	17 00	300 00	40 00
Hastings	703 25 29 80 733 05	229 55	43 75	400 00	76 00
Huron	82 00	91 00	22 00	75 00	8 00
Kent	300 00	96 00	75 00	400 00	52 00
Lambton	160 00	273 00	67 00	300 00	24 00
Lanark	115 34	315 74	58 20	400 00	24 00
Leeds and Grenville	173 54	337 05	17 75	400 00	40 00
Lennox and Addington	224 10	110 00	17 25	400 00	36 00
Lincoln	253 41	67 45	22 00	400 00	36 00
Middlesex	776 00	528 00	90 00	400 00	88 00
Norfolk	282 55	226 50	48 35	400 00	24 00
Northumberland and Durham	561 55	516 00	177 90	400 00	57 00
Ontario	584 13	360 50	33 75	400 00	48 00
Oxford	361 00	472 00	40 00	400 00	40 00
Peel	365 90	400 00	20 50	300 00	24 00
erth	570 82	269 59	59 59	300 00	36 00

and Clerks of the County Courts, and Surrogate Registrars, &c., &c., for the year

No. of Writs of Mesne Process and other Writs, including Subpœnas in the Superior Courts of Law.	Records Entered for Trial.	Judgments Entered in Superior Courts for year 1872.	Judgments Entered in County Courts for year 1872.	REMARKS.
....	....	....	....	
154	35	19	62	
192	45	28	33	Surrogate fees in excess of 1871 by $200.
285	101	49	107	No. 1 includes fees received in insolvency. Disbursements, $191.23.
119	Sup. Court 17 Co. " 6 23	23	27	Co. Court Records entered at Assizes.
143	Sup. Court 31 Co. " 10 41	23	Including 2 Transcripts } 22	The fees in Surrogate and Co. Court exceed those given, but being composed of searches, extracts, copies, &c., no account is kept of them.
185	70	32	68	
169	32	28	34	
55	9	5	8	About $5 received for searches in Co. Court, but no account of the sum is kept in detail.
84	22	14	22	
B.R. Assizes 170 **Co. Court...** 140 310	B. R. Assizes 52 Co. Court... 46 98	B. R. ... ... 25 C. P. 21 46	101	Insolvent Court fees included.
173	18	30	46	The fees are the amounts received from 17th September, being date when present incumbent took office. The number of records for full year cannot be given, as book of predecessor is missing.
226	B. R. & C. P. 14	35	75	Has been Surrogate Registrar only since 1st August, 1872.
88	Sup. Court 9 Co. " 13 22	14	29	
100	8	12	16	The Surrogate Court fees are regarded as exceptional in amount for 1872, being double the average of previous years.
Sup. Courts 142 **Co. "** 92 234	22	18	15	Law stamps, $138.
109	8	17	35	
200	30	17	45	Appointed Surrogate Registrar, 8th Nov., 1872.
415	104	51	152	
108	27	10	31	
281	58	30	51	
197	56	22	80	Fees for searches and in some insolvency proceedings not included; and Statute does not require entry to be made of them. Some searches included in Co. Court fee column.
210	41	32	46	
100	11	9	57	$12 have been received as witness fees and mileage in Chancery proceedings and Queen's Bench, but Dep. Clerk does not regard them as office fees in any shape.
180	21	23	41	

RETURN of Fees and Emoluments received by Deputy Clerks of the Crown, ending 31st December, 1872.—*Continued.*

COUNTIES.	County Court Fees and Services.	Surrogate Court Fees & Services.	Filings, &c., *in re* Chattel Mortgages.	Salary as D. C. C. and P.	Additional Receipts for other Services, as D. C. C. and P. and Clerk of Assize.
	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.
Peterborough	325 49	207 20	84 75	300 00	45 10
Prescott and Russell	104 65	40 45	12 30	300 00	16 00
Prince Edward	121 00	415 00	7·00	300 00	24 00
Renfrew	Insolvency 14 00 220 52 234 52	116 84	36 07	300 00	20 00
Simcoe	579 72	404 25	84 00	300 00	68 00
Stormont, Dundas and Glengarry	452 41	103 50	7 75	400 00	28 00
Victoria	450 00	220 00	30 00	300 00	44 00
Waterloo	263 20	526 60	12 00	300 00	20 00
Welland	223 02	465 35	27 25	300 00	28 00
Wellington	1093 69	532 50	Included in first amount 71 50	300 00	76 00
Wentworth	847 06	450 50	49 25	400 00	244 00
York	Co. Court 3048 92 Insolvency 385 14 3434 06	3352 70	334 88	None	6 00
City of Toronto (R. G. Dalton)					
City of Toronto (M. B. Jackson)					

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 28th February, 1873.

and Clerks of the County Courts, and Surrogate Registrars, &c., &c., for the year

No. of Writs of Mesne Process and other Writs, including Subpœnas in the Superior Courts of Law.	Records Entered for Trial.	Judgments Entered in Superior Courts for year 1872.	Judgments Entered in County Courts for year 1872.	REMARKS.
221	39	37	54	A very large proportion of amounts under Nos. 2 and 3 is for copies of chattel mortgages and wills.
45	6	7	10	
111	18	19	15	Surrogate Court fees unusually large. In no previous year were they more than $200.
74	Sup. Courts 12	10	24	
221	B. R. & C. P. 43 C. C. 46 89	C. P....... 12 B. R....... 16 28	65	
Sup. Courts 155 Co. " 329 484	Sup. Court 17 Co. " 25 42	28	75	
B. R. & C. P. 149 Co. Court... 300 449	B. R. & C. P. 43 Co. Court... 30 73	B. R. & C. P. 26	86	No. of writs issued include fi. fa. goods and lands, &c. The work in the Co. Court is large for the amount received.
100	25	16	30	Sur. Registrar is a separate office.
Q. B. & C. P. 74 Co. Court... 65 139	Sup. Court 17 Co. " 7 24	7	8	Sur. Registrar is a separate office. Disbursements, $226.80.
447	100	69	94	Sur. Registrar is a separate office, and reports $204 as disbursements and assistance.
564	Sup. Court 97 Co. " 82 179	77	175	Sur. Registrar is a separate office.
....	Mesne Pr. 1391 Goods and Lands...... 966 Subpœnas 224 2581	Assizes...... 117 Co. Court 217 334	....	Details of York Surrogate Court fees: Paid to Surrogate Judge....$883 00 " to Fee Fund law stamps .... 660 00 " to Registrar............... 904 85 " to Deputy do............ 904 85 $3352 70
Q.'s Bench 1192	Sp. Assize, C. of York } 98	Q.'s Bench 141	....	The Clerks of C. P. and Q. B. are alternately Clerks of Assize for Co. of York. The Clerk of C. P. was Clerk of Assize at Winter and Autumn Assizes, 1872.
1031	233	167		

I. R. ECKART,
Assistant Secretary.

STATEMENT from the Clerk of the Crown in the Queen's Bench, and from the Clerk of the Crown in the Common Pleas, shewing the average sum paid in law stamps in each suit, and on the average what percentage of such bills is disbursements.

1. Clerk of the Crown and Deputy Clerk of Common Pleas.	Disbursements to Sheriffs, Witnesses, Postages, and other Disbursements not paid by Stamps.	Disbursements paid by Stamps.	Total Costs.
	$798.22.	$281.16.	$3013.64.

The average disbursements paid in law stamps for each bill is $7.03.
The average percentage of disbursements is 35 6-7ths per cent.

The above result was arrived at from an examination of forty bills of costs taken from the Queen's Bench and Common Pleas, indifferently, twenty being of costs after verdict, and twenty of costs before verdict. An exact return could only be made by a critical examination of between 14,000 and 15,000 bills of costs, which it would be quite impossible to do with ordinary staff of assistants.

2. Clerk of the Crown and Pleas, Queen's Bench.	Disbursements to Sheriffs, Witnesses, Postages, other than Stamps.	Disbursements in Stamps.	Total Costs.
	$798.82.	$281.16.	$3013.64.

The average sum paid in law stamps in each suit is $7.00.
The average percentage of disbursements is 35 6-7ths per cent.

The above result was arrived at from an examination of forty judgments taken from the Queen's Bench and Common Pleas, indifferently, twenty being of costs after verdict, and twenty of costs before verdict.

I. R. ECKART,
Assistant Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 28th February, 1873.

REPORT OF COMMITTEE

APPOINTED TO INQUIRE INTO

THE GREY (SOUTH RIDING) ELECTION.

To the Honourable the Legislative Assembly of the Province of Ontario.

The Select Committee appointed to inquire into the conduct of one John W. Lewis, with reference to the Election in South Grey, beg leave to report:

That H. P. Dwight, the superintendent of the Montreal Telegraph Company, was summoned to appear before the Committee and produce certain telegrams received from, or sent to the County of Grey and elsewhere, in reference to the Election in Grey between the 30th and 31st of December, 1871.

That the said H. P. Dwight refused to produce such telegrams, or give the names of the persons sending the same, basing his refusal upon advice received by him that he was not bound to disclose to the Committee the contents of any message received at or sent from any Telegraph office, or to disclose the names of any persons sending the same.

Your Committee request that your Honourable House will be pleased to direct them in the premises, and to give such instructions as to your Honourable House may seem meet.

All of which is respectfully submitted.

J. C. RYKERT,
Chairman.

To the Honourable the Legislative Assembly of the Province of Ontario.

The Select Committee appointed by your Honourable House to inquire into the alleged interference of one John W. Lewis with the Election of the Township of Proton, in the County of Grey, during the Election for the South Riding of the County of Grey, beg leave to report as follows:

They have fully examined all the evidence adduced before the said Committee, and have unanimously agreed upon the following resolutions:

1. That the evidence adduced before the Committee confirms the statements made in the affidavits of John McDowell, John Abbott, William Hughes, William Robinson and James May, in so far as regards the interference of John W. Lewis, a Government Land Valuator, with the recent Election in South Grey, and that the said Lewis made the statements to certain electors in the Township of Proton, which are set forth in said affidavits.

2. That the said John W. Lewis was, at the time of such interference by him, in the employ of the Government as a Land Valuator.

3. That the said John W. Lewis had with him, at the time of the Election in South Grey, the book which he originally used in, and while valuing the lands in, the Township of Proton, and from which the books returned to the Crown Lands Department were made up, but that he had not with him the said books which had been so returned, or any of them, and that the said books have not, nor has any of them been removed from the said Crown Lands Department, since filed there in October last.

4. That the said Lewis was telegraphed to go to Proton by Adam Oliver, Esq., M.P.P., while he was engaged in Houghton in the discharge of his duties as a Government Land Valuator, and that such telegram was sent in consequence of the receipt of a telegram from J. K. Kerr, Esq., Barrister, of Toronto, in reference to said Lewis going to Grey.

5. That subsequent to the receipt by said Lewis of said telegram from said Oliver, the said J. K. Kerr and he met at the railway station, in Hamilton (on the return of said Lewis from Houghton), and, subsequently, during the evening of the same day the said J. K. Kerr, in Toronto, furnished the said Lewis with $25.00 to assist in attempting to secure the defeat in South Grey of A. W. Lauder, Esq., M.P.P.

6. That no evidence has been adduced to shew that the Honourable E. Blake knew that the said Lewis was going up to Grey, or that he had any communication whatever with him.

7. That evidence has been adduced to shew that the said Lewis (on the night before he proceeded to South Grey) had a personal interview, at the American Hotel in Toronto, with the Honourable Archibald McKellar, Commissioner of Public Works, and a member of the Ontario Government.

8. That at the time of the said interview the said Honourable Archibald McKellar knew, or during it learned that the said Lewis was going up to South Grey to assist in attempting to secure the election of N. Dickey, the candidate who was running in opposition to A. W. Lauder, Esq., M.P.P., and that, at that time, the said Honourable A. McKellar knew that the said Lewis was a Government Land Valuator.

9. That at the said interview the said Hon. A. McKellar assured the said Lewis that the Blake Government would deal liberally with the electors in Proton, and that it was their policy to carry out, with reference to the valuations in the County of Grey, the same policy which they had advocated while in opposition.

10. That no evidence has been produced before the Committee connecting any other member of the Government with the alleged interference with the South Grey Election.

Your Committee beg leave further to report the evidence taken by the Committee.

All which is respectfully submitted.

J. C. RYKERT,
Chairman.

Feb. 29, 1872.

FRIDAY, February 9th, 1872.

The Committee appointed by the Legislative Assembly to inquire into certain allegations concerning Governmental interference in the South Grey Election, met this morning at half-past nine o'clock.

There were present—

Mr. RYKERT, *Chairman*, Messrs. Galbraith, McDonald (Leeds), and Prince.

The Chairman read the Resolution of the Assembly on which the Committee was appointed to sit and make enquiry: it was as follows:—

Resolved, That A. W. Lauder, Esquire, a Member of this House, having stated in his place that he had in his possession certain affidavits of John McDowell, John Abbott, William Hughes, William Robinson and James May, and a letter from Richard Ludlow to the said A. W. Lauder, copies whereof were published in the *Daily Telegraph* newspaper in January 1872, to the effect that John W. Lewis, during the late election in South Grey, told some of the electors that he was authorized by the Government and by the Honourable E. Blake to make certain statements and to give certain pledges, a Select Committee be appointed to inquire into, and to report on the matter stated in the said documents, and into the circumstances connected with the alleged improper interference of Lewis in the election, and the authority on which he so acted; such Committee to have power to send for persons, papers and records, and to report the evidence taken by them; and that such Committee consist of Messieurs Rykert, Pardee, McDonald (Leeds), Galbraith, Boulter and Prince.

The Chairman, after having read the Resolution, said—It is quite evident we must have the affidavits on which these charges are based. We must also have Mr. Lauder before us.

Mr. Prince—There are other names besides Mr. Lauder's brought into the case. For instance, Mr. Blake seems to be one of the accused persons. Would it not be well to ask Mr. Blake if he admitted or denied the charge?

Mr. H. S. McDonald—After the statement made by Mr. Blake in the House, I think it is a work of supererogation to ask him any question. He was asked if he saw Lewis, and he said he only saw him last spring.

Mr. Prince—What is the next thing to do?

Mr H. S. McDonald—I understood that the Committee were to have Mr. McKellar and Mr. Lauder before them.

Chairman—You might first ascertain something from Mr. Blake who is now before you.

Mr. Blake came forward and said—I have to thank the Committee for its goodness in giving me this opportunity of making my statement. For reasons that will probably suggest themselves to every member of the Committee I felt obliged, when moving the Resolution in the House, to omit my own name as making a denial of the charges. It would hardly have been delicate to have put on the Resolution a record of my own denial in the House. If the Committee do not think it inconsistent with their duties, as there was no formal denial put on record, it will be grateful to my own feelings to have an opportunity of saying whether I have met or denied that charge. My statement to the Committee will be simply to the effect that I deny having, either by writing or statement, authorized John W. Lewis to make any statement or to give any pledge whatever.

The Chairman directed the following to be recorded on the minutes of the Committee:

"That Mr. Blake, being called on by the Committee to say whether he admitted or denied the charge contained in the resolution submitted to the Committee, says: 'I state that I deny having made any statement or given any pledge of any kind whatever to John W. Lewis.'"

The Chairman informed the Committee that summonses had been issued to Thomas H. Johnson, of the Crown Lands Department; Mr. Adam Oliver, a Member of the House; J. D. Purkis, Superintendent of the Dominion Telegraph Company; E. K. Dodds, Toronto, H. C. Dwight, of the Montreal Telegraph Line, and John W. Lewis. If the Committee so desired, the examination of some of the witnesses might be proceeded with.

Mr. Blake suggested that as the person charged, and the person making the charge were not present, it might be for the Committee to say whether any witnesses should be examined until Mr Lauder were present as well as Mr. McKellar.

The Chairman—all we can do is to adjourn until Wednesday next. All the witnesses who have made their appearance are Mr. Dwight, Mr. Johnson and Mr. Lewis.

In reply to a question from the Chair, the Clerk stated that no notice to be present at this meeting had been served on Mr. Lauder.

The Chairman directed the statement of the Clerk to be entered on the minutes of the Committee.

Mr Prince—What is to be done as to Mr. Lauder?

Mr. H. S. McDonald—There is no difficulty in securing Mr. Lauder. He will come here if he is notified.

Mr. Prince—What as to the affidavits?

Mr. H. S. McDonald—He will be notified to bring them.

The Chairman directed that Messrs. Blake, McKellar, Lewis, Oliver, Johnson, Dwight, Purkis, and Dodds should be summoned for next Wednesday. A number of other witnesses had also been summoned.

Mr. Galbraith (to the Chairman)—Will you tell Mr. Lauder to give you the documents if he is not able to appear at the next meeting.

The Chairman—He will certainly attend. Mr. Oliver, M. P. P. and Mr. John W. Lewis were informed by the Chairman that they were expected to attend on Wednesday next. The Chairman also directed Mr. Lewis to bring his papers and documents along with him.

The Committee adjourned at ten minutes past ten.

WEDNESDAY, February 14th, 1872.

The Committee met at half-past nine o'clock this morning.

There were present:

Mr RYKERT, *Chairman.*
Mr. H. S. McDonald, Mr. Galbraith
Mr. Prince, Dr. Boulter,
Mr. Pardee.

The Chairman stated to the Committee that Mr. Lauder had furnished the several affidavits on which the inquiry was based.

"*The affidavit of John Abbott, Esq., J. P.*"

Ontario.
County of Grey,
To wit:
I. John Abbott, of the Township of Proton, in the County of Grey, Yeoman, Township Councillor, make oath and say:

1. That I am a voter in the said Township.

2. That I know Mr. Lewis, the person appointed by the late Government to inspect and revalue the lands in Proton.

3. That, during the late election campaign, the said Lewis attended several meetings in the said Township for the purpose of influencing the electors to vote for Dickey, and I am told and verily believe that the said Lewis showed his books, containing his estimates, to the electors at these meetings, and told them that if they voted for Lauder it would be the same as saying that they were satisfied with the arrears of interest, and accordingly marked down the word "satisfied" opposite the names of several voters who declared they would not be forced in that way to vote for the "Grit" candidate.

4. Mr. Lewis tried by the means above set forth to influence me, and produced the said book at May's Hotel after the meeting held at Dundalk in Mr. Dickey's interest on the 27th day of December last, and urged me and several others to vote for Dickey, and gave me to understand that he had authority for stating that the Blake Government would give me the benefit of the revaluation of my land and throw off all my arrears of interest if I would vote for Dickey, and that the Sandfield Macdonald Government had refused to accept his valuation.

5. I believe a large number of voters were thus either misled or coerced to vote for Dickey, contrary to their inclination and judgment.

6. At the Dundalk meeting above referred to, a Mr. Nixon from Toronto spoke on behalf of Mr. Dickey, and in my hearing he declared that those who wanted to get the benefit of Mr. Lewis' re-valuation would have to vote for Mr. Dickey, as it was the Blake and not the Macdonald Government that had accepted the re-valuation.

7. On the day of the election, Mr. Alexander McPhail, the Reeve of Proton, went to Cedarville, as I am told and verily believe, and brought the said Lewis to the polling place in the second polling subdivision of the said Township for the purpose of influencing the electors to vote against Mr. Lauder; and the said Lewis there produced his book, as I am told and verily believe, and made statements similar to those made by him at the Dundalk meeting.

Sworn before me at Melancthon, in the County of Grey, this 8th day of January A. D. 1872.
Joseph McArdle.
A Commissioner for taking affidavits &c, in B.R. in and for the Co. of Grey.
JOHN ABBOTT.

"*Affidavit of James May.*"

Ontario,
County of Grey,
To wit:
I, James May, of the Village of Dundalk, in the Township of Melancthon, in the County of Grey, Postmaster, make oath and say as follows:—

1. That in August and September last one Lewis appeared in the Township of Proton

for the purpose of re-valuing the lands upon which there were arrears of interest due the Government.

2. That the said Lewis inspected, and made estimations of the value of the land in various parts of Proton, and made his entries in a certain book supplied to him, as I believe by the Government, which book he afterwards declared in my hearing he had returned to the proper office in Toronto.

3. That, after the accession of the Blake-Scott Government to power, and during the election campaign of December last, the said Lewis re-appeared in Proton in the interest of Mr Dickey, the "Grit" candidate, and armed with certain Government books, the one above referred to amongst the rest, went from house to house through the Township, showing his estimates and declaring, as I am informed and verily believe, that not one voter who did not support the "Grit" candidate should have the benefit of the low estimates.

4. During the said campaign, I heard the said Lewis on several occasions in my house make threats to me and certain other electors to the effect above set forth, and at the same time he produced the books above referred to; and I heard him state that one of them was the one he had with him in August and September.

5. That the said Lewis further declared that the Sandfield Macdonald Government had refused to accept his valuation as being too low, but that he would guarantee that the Blake Government would accept the said valuation, and that all the electors who would vote for the Government nominee should have the arrears due on their lands reduced accordingly.

6. That I heard Mr. Robert Montgomery, the collector of taxes for said Township, declare on the day before the late Election that, by means of the undue influence above referred to, no less than one hundred of Mr. Lauder's supporters of March last would be found to vote against him.

7. Judging from a comparison of Mr. Lauder's majority in Proton in March last with his present small majority of six, I verily believe that a large number of electors were misled by the unfair representations of the said Lewis, and voted against Mr. Lauder through pressure brought to bear by the present Government.

8. That having free access from time to time to the Government book above referred to, I readily recognize the one used in the election campaign to be the same one as was used in August and September.

Sworn before me at Melancthon, in the County of Grey, this 9th day of January, A D., 1872.
Joseph McArdle.
A Commissioner, B. R. in and for the County of Grey.

JAMES MAY

"*Affidavit of William Hughes, Esq.*"

Ontario,
County of Grey,
To wit:

I, William Hughes, of the Township of Melancthon, in the County of Grey, Yeoman, make oath and say:

1. That, during the late election campaign one Lewis, who had been engaged last fall in re-valuing the lands in Melancthon and Proton, came amongst the voters and endeavoured to force them to vote for Dickey by declaring that unless they supported the Government nominee the arrears due on their lands should not be reduced.

2. On the evening of the 27th day of December last I saw Mr. Lewis at Pates' Hotel, in the Village of Dundalk, at a public meeting held in Mr. Dickey's interest, and, addressing me, he said, "you're all right now if you vote for Dickey," and passing through the crowd he made similar speeches to a number of voters, and gave them to understand that his valuations had not been adopted by the Sandfield Macdonald Government, but that Blake's Government would give the benefit of such valuation to such voters as would support their candidate.

3. I verily believe that a good many voters were thus convinced that they must vote for the "Grit" candidate or pay the original value of their lands.

Sworn before me at Dundalk, in the County of Grey, this ninth day of January, A. D. 1872,
Joseph McArdle.
A Commissioner for taking affidavits in B. R., in and for the County of Grey.

"WILLIAM HUGHES."

"*The Affidavit of William Robinson, Esq.*"

Ontario,
County of Grey,
To wit:

I, William Robinson, of the Township of Proton, in the County of Grey, Yeoman, make oath and say

1. That I have a vote in said Township.

2. That I know one Lewis who assisted in re-valuing certain lands in the said Township.

3. That, some few days before the late Election, I was in company with Mr. John Abbott and others at May's Hotel, in the Village of Dundalk, after a public meeting and Mr. Lewis was present and declared in my hearing that he had the power to say, and would pledge himself that every man who voted for Dickey should have a reduction in his arrears of interest, or in the price of his land according to the figures set forth in the re valuation; but that, for all those who voted for Mr. Lauder, he would report that they were "satisfied" with the arrears as they stood and with the original value of the land, and thus gave us to understand that we must vote for Dickey or get no benefit from the re-valuation.

4. The said Lewis also stated at the said meeting and in my hearing, that before starting from Toronto, he had searched everywhere for Mr. Blake, and after finding him received a pledge from him that those who voted for Dickey should have the benefit of the re valuation, but that those who supported Mr. Lauder should not.

5. The said Lewis canvassed the said Township in Mr. Dickey's interest, and by the means above set forth succeeded, as I verily believe, in turning a large number of Mr. Lauder's friends against him.

Sworn before me at Proton, in the County of Grey, this [illegible]th day of January, A. D. 1872.

"Joseph McArdle"

A Commissioner, &c., in and for the County of Grey.

WILLIAM ROBINSON.

"*The Affidavit of John McDowell, Esq., J. P.*"

Ontario,
County of Grey,
To wit.

I John McDowell, of the Township of Proton, in the County of Grey, Justice of the Peace, make oath and say:—

1. That I am an elector in the said Township.

2. That one Lewis who had been appointed by the late Government to inspect and revalue certain lands in the said Township, appeared, together with a Mr. Nixon of Toronto, during the late election campaign, and canvassed the greater part of the said Township in the interest of Mr. Dickey.

3. The course pursued by the said Lewis was to endeavour to compel the electors to vote for Dickey, by declaring that, unless they did so, the present Government would not allow them any reduction on the arrears due on their lands.

4. Two days before the election the said Lewis came to my house in great haste as there was to be a meeting that night, and used every effort in his power to obtain my vote and influence against Mr. Lauder.

5. At the said meeting held in the Village of Dundalk, two nights before the Election, Messrs. Lewis and Nixon were present, and both made speeches. Mr. Lewis in the course of his speech stated that before leaving St. Catharines he had received instructions to meet Mr. Nixon and both hurry on together so as to work in concert. He also stated that on his arrival in Toronto on his way to South Grey, he called at the residence of Mr. Edward Blake to get further instructions, and stated that Mr. Blake had given him (Lewis) a special pledge that if the voters of Proton would vote against Mr. Lauder they should have the full benefit of the low estimate which had been made of the value of their lands, but not otherwise.

6. The said Lewis stated to me that, if I would vote for Mr. Dickey, the price of my land should be reduced, and at May's Hotel, the same evening I saw him produce his book containing the re-valuations, and make similar statements to a number of voters.

7. I believe that Mr. Lauder's majority in Proton would have been much larger had it not been for the *systematic connivance* of the Blake Government above as set forth.

Sworn before me at Proton, in the county of Grey, this 9th day of January, A.D. 1872.
Joseph McArdle.
A Commissioner, &c., in B. R. for the County of Grey.

JOHN McDOWELL.

Mr. Prince suggested that each of the witnesses should be examined while the rest were absent.

The Chairman agreed with the suggestion. The witnesses then retired.

Mr. Lauder said he had received no notice of the meeting of the Committee on Friday morning last; had he received notice he would have been present. He protested at the commencement of the investigation against the shape in which it was put. He had made no charge but had simply read documents placed in his hands, stating the case as it had been stated to him. He made no charge against anybody; but he was prepared to produce affidavits to substantiate everything he had stated in regard to Lewis; those who were guilty let them bear the consequences; those who were not guilty had nothing to fear. He was no party in one way or other to the making of a charge. He could not see why charges would be made against him in regard to this matter.

Mr. Pardee—One would think by the way in which you speak that you were on your trial.

Mr. Lauder—The Resolution is framed in such a way as to make a charge against myself.

Mr. Oliver (a Member of the House) asked to have his examination this forenoon; as he intended to leave town in the evening and would not be back for a day or two.

The Chairman said the Committee would endeavour to take Mr. Oliver's evidence to-day.

Mr. Lauder's witnesses were then examined.

Joseph McArdle, called. Examined by Mr. Lauder.

Q. Where do you live?—A. In the Township of Proton.

Q. What position do you occupy there?—A. Township Clerk and Postmaster at the Ronaldsay Post Office, and Mail Contractor.

Q. Did you see Mr. Lewis last summer in that Township.—A. I did when he was up there valuing the lands.

Q. Was he frequently at your house?—A. Yes, I met him frequently; he stopped one night at my house, and called several times when passing along, and I went with him sometimes to show him the country.

Q. You knew him well?—A. I did.

Q. Did you see him again during the last Election?—A. I did.

Q. Where did you first see him during the last Election?—A. At May's Hotel, Dundalk, on the town line between Proton and Melancthon.

Q. Was there a meeting there?—A. Not the time I was there.

Q. Will you tell the Committee what Mr. Lewis said to you?—A. It was about the middle of the day; I was out there on business of my own; I was in the sitting room of Mr. May, who keeps the Post Office there. Mr. May asked me if Mr. Lewis was here and said he (Mr. Lewis) would like to see me. He said he had gone over to Mr. McDowell's, and I asked him what business Mr. Lewis was upon now. He said he thought he was up about the Election. In a minute or two Mr. Lewis came in; he met me at the door and said, "You are the man I want to see; I want to get you to work." He commenced to tell me then that the late Government would not do anything in accepting his valuation; that they refused to accept it, and now he was going to get it accepted and he had his books there and could show me the value of my lands or of any others in Proton. He wanted me to come out into the bar-room and see the value of the lands in Proton. He went to his satchel and took out a book; it was the same book he had with him in the summer; I saw it then; he says, "this is the book I had here before," and taking out another book, "this is the Government book;" the second book I think was bound in red binding; it was a good-sized thick book. He told me he wanted me to work; I told him I did not think I could do anything for him.

Q. For whom did he want you to work?—A. For Dickey. Mr. Lewis said he would get this valuation if Dickey was elected. He said the new Government were going to accept it; and he had come up here to inform the people that they would accept his valuation. He said that he had come by Toronto, and that he had seen the Government that was now in power. He went away then, he said to see Mr. McDowell, who is a contractor on the railway. I rode with him a few rods down to the store.

Q. Was he willing to show this valuation?—A. Yes, he showed it to me without me asking it.

Q. What did he say about those who would vote for me and against Dickey?—A. I don't recollect that he said anything particular about that at that time. He told me after that.

Q. When did you next see him?—A. When I was going down to Cedarville, on Thursday night before the Election.

In consequence of the suggestions of some of the members of the Committee, the Chairman directed that Mr. Lewis should be admitted, so that he might have an opportunity of hearing the evidence affecting himself.

Joseph McArdle's examination was continued by Mr. Lauder.

Q. When did you see Lewis?—A. I met him on the road going down to Cedarville going to the Election. I went to Cedarville. I heard that Lewis was going to a meeting in a place called the Irish Settlement, in the South of Proton; I heard that he was going to have a meeting at Mrs. Dorey's tavern at Cedarville that night.

Q. Did you remain at that meeting?—A. I stopped at the meeting at Cedarville; Lewis came there before I went away; it was in the bar-room. He produced a book again and told the electors he would show them the price of their lands. He was reading over the book, and when he came to South Proton some parties complained that the valuation of the lands was too high. He said that would be corrected.

Q. What did he mean by that?—A. That he would make them lower.

Q. Did he represent that he was sent by the Government?—A. Yes. He said he came from Toronto and had been sent by the Government. He was at the meeting at Cedarville. I accused Lewis of interfering with the Election as a Government official. He said he did take the voice of the people at the meeting as to whether they would sanction his re valuation, and if they did they would be required to vote for Dickey at the Irish Settlement.

Q. Did you see him produce the books anywhere?—A. Yes, he did, and there were a good many in the room at the time. He showed the electors every lot, and let them read the book afterwards.

Q. Did you hear any elector who said he would vote for me disputing with Lewis?—A. He carried on conversations. He said that the old Government would not accept his valuation, and that he had a pledge from the present Government that if the people would support Dickey there was no doubt his valuation would be accepted, on those lots that have been put too high. He said that he would be back again.

Q. Did he give you to understand that he was in the employment of the Government?—A. Yes, Sir; I told him at the time that it was improper for him as a Government official to have the books there. He tried to raise a feeling against me by telling the people that I had accused him of stealing the books. He tried to raise feeling against me in Cedarville on this account. I said I did not accuse him of stealing the books, but he had no right to have them there.

Q. Had he been addressing the electors?—A. Yes, and had his book with him. He was in the bar room and went behind the bar and showed the people the lots and concessions. They appointed a chairman, and he addressed them by reading the prices of the lands out of his book.

Q. Had he previously stated he was a Government agent?—A. Yes.

Q. Where did he stop that night?—A. I don't know; as far as I understand it was at Cedarville; the next day was polling day.

Q. Did you see him on the following day?—A. I saw him at the poll in the second polling division.

Q. What took place then?—A. He got up to address the electors and read about Ronaldsaye, which is a place in the centre of the township.

Q. What took place in the booth? A. He was addressing the electors there.

Q. Did he produce his books again? A. Several people told me so. I saw him addressing the electors in the second polling division. He was making a statement as to how low he had made the land in that neighbourhood. The statement I considered was not correct; I was of opinion that the land was not as low as he said. I at one time so informed the electors myself.

Q. Did you dispute with him or tell him to stop: you were the Returning Officer?—A. I did not tell him to stop. I said to the people that his valuation was not as he had informed them, and that there were lots he had not reduced in price.

Q. Was he opposed by any elector?—A. Yes, and afterwards there was nearly a row, and I believe it was through Lewis coming there; I had to go out and make peace. The Reeve of the Township took a very active part in Dickey's election, and went down to Cedarville to bring Lewis up. The Constable at the door of the polling booth would not allow Lewis to be heard. I went out and made peace.

Mr. Lauder—It is a pity you did not, as Returning Officer put him in irons; you had the right.

Chairman—Never mind that.

The several affidavits which were signed in the presence of the witness, were here produced and identified by him.

By Mr Prince—When was the charge made about stealing the books?—A. It was made at Cedarville on the Thursday night before the Election.

Q. The first evening you saw him or the evening after?—A. I first saw him on Wednesday at Dundalk, then on Thursday night at Cedarville.

By Mr. Lauder—You charged him with having the books improperly in his possession?—A. I said if he was a Government Agent the books should not be in his possession. There was a crowd in the bar-room, and one or two of them almost went as far as to insult me.

Mr. Prince—You and he, on the evening he spoke of, were in a violent passion and were accusing each other of stealing?

Witness—I did not accuse him of stealing.

By Mr. Prince—Is it not the fact that you accused him of having accused you of saying that he stole the books?

Witness—I told him that the Government books should not be at the Election, and that if he was a Government Agent I did not believe he should have the books here. He then told the crowd that McArdle had accused him of stealing the books.

Mr. Prince—At all events he and you were in a violent passion, yet in spite of that he made no secret of what he was doing with the books.

Witness—He spoke quite openly.

Mr. Prince—There was nothing underhand or secret as to what he was doing?

Witness—No.

Mr. Pardee—You say he stated that he had had instructions from the Government?

Witness—Yes.

Q. Did he mention the name of any member?—A. I don't recollect. I think he mentioned some party. I recollect of him saying that he had the authority of the Government.

Q. What was the book like?—A. It was a large book.

Q. You say he addressed the people by reading from a book?—A. He was talking to them and reading from a book. I saw the book often before. I copied from it the original prices of the land he had valued. He let me have access to it. I met him several times in Dundalk.

By Mr. Lauder—When you first saw him at Dundalk, did he say he had been sent for by the Government?—A. He said he came down for the Government; at Dundalk he did not say to me that the Government had sent for him. He told me at Cedarville that he had been sent for by the Government.

Cross-examined by Mr. H. S. McDonald.

Q. What time in the fall did Lewis complete his valuation?—A. I don't recollect, but I think it was in September.

Q. Did you see him between that time and the time of the Election? —A. No.

Q. Had you seen him between the time when Mr. Lauder was unseated, and the time when the second Election was going on? —A. No.

Q. Did you hear him at any time express himself in regard to Mr. Lauder, when he was valuing the land?—A He spoke favourably of him.

Q. In conversation with you?—A. Yes.

Q. Did it occasion any surprise in your mind when you found him back the second time?—A. It did. I took an interest in the land valuation as I had lands not patented, and I asked him if he considered Mr. Lauder was working in the House for the settlers. He always gave me to understand that Mr Lauder was a good friend of the settlers in Proton.

John Abbott called; examined by Mr. Lauder.

Q Where do you live?—A. In the Township of Proton.

Q. Are you one of the Township Councillors?—A. Yes. I have been a Township Councillor for the past three years, and was elected again for the fourth year.

Q. Did you meet with Mr. Lewis anywhere in Proton at the last Election?—A. Yes, on the 27th of December. I was told there was going to be a meeting that night at Pates' Hotel, in the interest of Mr. Dickey, and I went to it.

Q. Who were speaking at the meeting?—A. Mr. Nixon, of Toronto, spoke.

Q. Was Mr. Lewis there?—A. Yes.

Q. Did he speak?—A. He did.

Q. Tell us what he said as near as you can recollect?—A. I did not pay much attention to the matter, but the question arose as to whether the Government had accepted the land valuation. Mr. Lewis stated then, that the Macdonald Government would not accept his valuation, and the reason he gave for that was that they considered it too low.

Q. What did he say about the new Government?—A. He said that the Blake Government (I think that was the expression) had accepted it.

Q. Had he the books with him?—A. I did not see any books at that time.

Q. Did he say anything about favour being shown by the Government to those who voted for Mr. Dickey?—A. It was after this meeting.

Q. Was he asked at that meeting what authority he had for appearing there?—A. I cannot say, he gave us to understand that he had authority for stating that we would get the benefit of the reduction.

Q. How did he do that, did he mention any names?—A. Not to my knowledge.

Q. When did you see him next? —A. At May's Hotel, the same night after the meeting.

Q. What took place there?—A. We were in the sitting room together with others, whose names I cannot now remember, and I think the question was asked to Mr. Lewis if he could let us know the value he had placed upon our land. He said he could; he produced a book and opened it, I was standing near him, and asked him if he could show me my valuation; I saw that there was a blank opposite my name. He had not valued my lands; it was Mr. Thorburn.

Q. Did you see him make any mark upon the book?—A. Yes. He urged me to vote for Dickey; I said no. I was going to vote for Mr. Lauder, I had never voted against that ticket and was not going to do it now; then he said if you vote for Mr. Lauder, that is tantamount to saying you are satisfied with the original price of your land.

Q. Then what did he do?—A. He marked me down in his book as "satisfied," at least I thought he did so.

Q. Did you hear him say to any one else that if they voted for Lauder, he would mark them down as satisfied?—A. Not that evening.

Q. Did you ever hear him say so?—A. I remained at May's Hotel that night and so did Lewis; next morning I met Mr. Lewis in the bar room, and he twitted me about being satisfied. This Mr. Nixon who had urged on me to go to the meeting came over, and Mr. Lewis urged on him likewise to vote for Dickey; Mr. Nixon said no, I cannot support Dickey; Mr. Lewis then said, then you are satisfied also, and he marked it in his book. I did not see what he wrote, but he pretended to write something to that effect. We understood that he wrote "satisfied."

Q. Were other electors about, seeing all this going on?—A. It was done in the barroom, before all the people.

Q. Did he speak out aloud to let the people hear?—A. He did not talk under his breath any.

Q. Do you know yourself that this intimidated the people, and prevented them voting as they pleased?—A. It was my opinion that this intimidation caused many of Mr. Lauder's supporters to vote on the other side; that was my impression.

Q. Do you know it to be so?—A. I feel satisfied it was so.

The Chairman intimated to Mr. Lewis, that he had the liberty of asking the witness any question? Mr. Lewis said he had no question to ask.

Cross examined by Mr. Prince.

Q. Did you say you never at any time led Mr. Lewis to suppose that you were going to vote for Dickey?—A. He always knew that I was going to support Mr. Lauder.

Q. What did you understand by his marking you down as satisfied?—A. That I was satisfied with the original price of the land. I thought it was very inconsistent for Mr. Lewis to say so, when he had told me previously that the present Government had accepted the valuation. If they had done so, I did not see how they could make any distinction between parties voting for Mr. Lauder and parties voting for Mr. Dickey, consequently I thought it made very little difference to me what way I voted.

Mr. Lauder—You were intelligent enough to see through the whole thing, but he gave the people to understand that if they voted for me they would be considered as satisfied with the old price?—A. Yes. I did not see Lewis after that till the poll was nearly closed.

Mr. Prince—Were you satisfied?—A. I was not satisfied.

Q. Did you see him mark your name down as satisfied?—A. Yes.

Q. Did you tell him you were not satisfied?—A. There is not a man in the Township satisfied.

Q. Answer the question?—A. I do not remember.

Q. You did not tell him you were not satisfied, though you saw him mark you down satisfied?—A. No.

Q. You left him under the impression that you were satisfied?—A. The view I took was, that if Mr. Thorburn marked me down at a lower figure than held by the Government, the Government would give me the benefit of it.

Q. Did you leave Mr Lewis under the impression that you were satisfied?—A. I cannot say what impression I left him with.

Cross examined by Mr. H. S. McDonald.

Q. Mr. Lewis did not ask you whether you were satisfied or not; he told you he wanted you to vote for Dickey?—Yes.

Q. And when you told him you were going to vote for Mr. Lauder, he said he would mark you down satisfied?—A. Yes. His words were, "You are satisfied then."

Q. But he had previously that those who voted for Dickey would get the benefit of his reduction?—A. Yes.

Q. Did you ask him how these books came to be there?—A. Yes. The conclusion I came to was, that they were his draft books, and that he had sent a copy to the Government.

Q. Had you seen Mr. Lewis when he was valuing the lands?—A. No it was Mr. Thorburn that valued mine and I only saw him.

By Mr. Galbraith—Did I understand you to say that you were under the impression that the representations of Lewis affected the Election?—A. Yes, it is my opinion.

Q. Did any one of the electors tell you that he voted for Dickey instead of Mr. Lauder on account of these representations?—A. Yes, about two weeks before the Election in that locality, they were mostly all to a man for Lauder. That was my impression, when the Election came off, I was astonished.

Q. Did you find out from any individual elector, that he had changed his vote on account of these representations?—A. I could not find out.

By Mr. Prince—Q. Did you think that Lewis was authorized by the Government? A. I did not enquire.

Q. Did he leave that impression on your mind?—A. The impression I was under was, that Lewis finding that the late Government was going out, had hopes of securing his own interest, by turning round in favour of the new Government.

Q. Did you think that Lewis was authorized by the present Government to make the reduction? —A. He was employed by the late Government.

Q. Did you think at the time he was making the reduction, that he had been authorized by the present Government to do so? A. I thought he took it on himself to do so without any authority.

By Mr. Pardee—As a matter of fact, other people thought as you thought in this respect? —A. They must speak for themselves.

Q. Did you see any items of valuation in the book?—A. No. I did not look at the book, it did not interest me, for my valuation was not in it. There were other parties who got the valuation from me.

By Mr. Lauder—Did not Lewis try to make you all believe he was employed by the Government?—A. I can only speak for myself.

Q. Did he try to make you believe he was sent by the Government?—A. I cannot say.

Mr. Lauder—I have nothing more to ask.

John McDowell examined by Mr. Lauder.—A. I live in Proton.

Q. Are you acquainted with Lewis?—A. I have been acquainted with him since last summer.

Q. What was he doing then?—A. He was valuing lands.

Q. Did you frequently see him?—A. Yes sir, frequently.

Q. Did you see his books? —A. I did not see the books at that time.

Q. Did you see him during the late election?—A. Yes sir, the first place I saw him was at Corbett's Hotel; it is east of Dundalk, on the Toronto and Sydenham road. We had a talk there together, that is all that happened there. He asked me to have a drink and I had a drink. He came there to see me. I have a contract on the railway. I heard he was coming to see me.

Q. Had you any conversation about the election there?—A. Not much.

Q. Where did you next see him?—A. At May's Hotel.

Q. Tell the committee what took place?—A. Not much took place, I went out to Mr. Dodds.

Q. What did you hear Lewis say there?—A. I don't remember what took place at that time.

Q. Where did you next see him?—A. There was a sleigh sent up from Pates' Hotel to say that Mr. Nixon was going to speak. I went to Pates'. Nixon made a speech.

Q. Who is Nixon?—A. A man from Toronto, I heard. Nixon made a speech, and about the time it was through, a messenger came to me to go and see Lewis. I went out to see what Lewis wanted. We sat down at a table in the room. He endeavoured to show me the errors of the late Government, and how they refused his valuation. Lewis also told me that, if we supported Dickey, we would get the benefit of his valuation, and a reduction in the price of our lands.

Q. Will you tell us what he said; had he a book?—A. He had a book, but did not produce it.

Q. Will you tell us what he said to you?—A. He said if I would give my interest to Dickey, he would reduce the price of my lands.

Q. Did he tell you how he came to be there?—A. He said when he first came up he tried to do us good, but on account of the late Government refusing his valuation, he could not do so. He said that now he came to do the people good if they only took his advice, that was his general statement.

Q. Did he say who sent him?—A. He said he met Mr. Blake in Toronto, had an interview with him, and had made arrangements to meet Nixon on the way to Dundalk.

Q. Did he tell you how he came to Toronto?—A. He said that he was sent to tell the people that if they voted for Dickey, they would have the benefit of his valuation. That he had had a conversation with Mr. Blake, and had hunted several hours for him in Toronto, before he could find him.

Q. Did he say he had any authority from the Government?—A. He said that he had a pledge from Mr. Blake himself, that if the people supported Dickey, they would have the benefit of his valuation. This is the sum and substance of what he said.

Q. Did he say Blake or the Blake Government ?—A. He mentioned Blake distinctly. I questioned him on that point. I said "Did Blake tell you he would favour the people." He answered he did. I have that pledge, you may rest assured on that point.

Q. Did you dispute his word ?—A. Yes and he affirmed that it was Blake himself who gave that pledge.

Q. Did you hear him make a similar statement to other people ?—A. I heard him say so to Abbott and to others. He told Nixon—a man who lives in South Grey—that part of his land was set down at half a dollar. He told Abbott the price of his land. He said to Abbott, "If you vote for Lauder, you say you are satisfied with the original price, and I will set down opposite to your name the word 'satisfied.'" I saw the book, there were different valuations in it.

Q. Did you see him write ?—A. I saw him write "satisfied" distinctly.

Q. The Chairman—In pencil or in ink ?—A. In pencil, I think.

By Mr. Lauder—What effect did he produce on the people ?—A. I should think it had quite an effect, they were in such a way about their lands.

Q. Can you tell the name of any one who was induced to vote for Dickey by that sort of work ?—A. I will tell you: I heard a man named Clarke say, that if he had not heard a different story from you (Mr. Lauder), he was going to vote for Dickey, on account of the statement Lewis made at the Montgomery School-House.

Q. Did you hear me tell the people that it made no difference how they voted ?—A. I think I heard you say that the valuation was received before, and that it made no difference.

(The witness here identified John W. Lewis.)

By Mr. Pardee—Where was it that Lewis made that statement as to Mr. Blake ?—A. At a private meeting at Pates' Hotel.

Q. Was there any one present besides you and Lewis ?—A. No one. He spoke very low at the time.

Q. This was the only time you ever heard him mention that he had a conversation with Mr. Blake ?—A. I heard him say so publicly in Pates' the same night, the night he was called upon to address the people.

Q. Did he tell you when he met Mr. Blake ?—A. The night before he left Toronto. He said he had travelled ten miles, or a number of miles to meet Mr. Blake.

Q. Who were present at Pates' when he stated this publicly ?—A. I could not tell. A great many.

Q. Who besides yourself ?—A. Abbott was there, the people were coming and going.

Q. You cannot give a single name besides yourself, though you say you heard the statement made publicly. Was McArdle there ?—A. I don't know.

Q. How many where there ?—A. About fifty.

Q. Then you can't give the names of any one else, who heard the statement that Blake had sent Lewis to Proton ?—A. I never asked any one.

Q. Then you cannot give the Committee the name of anybody except yourself ?—A. I have heard other people saying that Lewis had mentioned the name of McKellar.

Cross-examined by Mr. Pardee:

Q. Mr. McDowell, you are an old and prominent resident of this Township; do you know of your own knowledge of anybody changing his vote on account of the representations you state were made by Mr. Lewis ?—A. I know what I heard the people saying.

Q. Do you know of any one who changed his vote ?—A. I know I heard people saying that they had voted for Dickey, on account of what they heard Mr. Lewis say.

Q. Did you hear any one say he had voted for Mr. Dickey who would have voted for Mr. Lauder ?—A. I heard Mr. Clarke say so.

Q. How did he vote ?—A. He voted for Mr. Lauder.

Q. But do you know of any single one who voted for Mr. Dickey, who would have voted for Mr. Lauder had it not been for the representations of Mr. Lewis ?—A. I would not take upon me to mention any one.

Q. When Mr. Lewis made these statements to you about having had a conversation with Mr. Blake, did you believe him ?—A. I did; I did not think he would come to me with a falsehood.

Q. But you cannot give me the name of any one else who did believe him ?—A. I really did not inquire ; I might have got twenty if I had inquired ; I believe I could get twenty now to prove that they were influenced by Lewis.

Q. Where was this place where you heard Mr. Lewis make these statements ?—A In the room of the Hotel where the meeting was.

Q. Who was the Chairman ?—A. A man by the name of Agnew ; Mr. Lewis was urged to make a speech.

Q. Did he make these statements about Mr. Blake in his speech ?—A. I rather think it was before I went on the platform he made these statements.

Q. Did he speak loud so that the people in the room could hear ? A. Yes ; I heard him, and I think the people around me heard him.

Q. Will you give us the names of any parties standing near who heard Mr. Lewis make the statement that you said he made ?—A. Perhaps you can get others before the investigation is closed.

Q. That is not an answer to my question ?—A. I never asked any person.

Q. Then your answer is now that you cannot mention a single person who heard Mr. Lewis make these statements ?—A. I cannot take upon me to name any person.

Cross-examined by Mr. Prince :

Q. I suppose there is no doubt of what you stated, that you heard Mr. Lewis tell Mr. Abbott that if he did not vote for Dickey he would be marked "satisfied" with the original price of his land ?—A. Certainly, there is no doubt about it.

Q. Did he say it so that any one could hear him except Mr. Abbott and yourself ?—A. He did ; he spoke it openly in the sitting room after the meeting was over.

Q. What did the people then say, when he made such a statement as that : were they not indignant ?—A. They were.

Q. Who were there ?—A. Mr. Abbott, Mr. Robinson, James Nixon, myself and others were there. Mr. Nixon is not the Mr. Nixon from Toronto, but a farmer living in the neighbourhood.

Mr. Lauder—Q. Did you hear Mr. Nixon speak ?—A. I did.

Mr. Lauder—Q. Did he say anything about the land and the new Government ?—A. I did not hear Mr. Nixon say anything about the land.

The Chairman—Q. Does Mr. Lewis desire to ask this witness any questions ?—Mr. Lewis—A. No.

Cross-examined by Mr. H. S McDonald :

Q. Did you see Mr. Lewis in the fall when he was valuing the land ?—A. I did.

Q. How long was he there ?—A. About a month.

Q. Was that after Mr. Lauder's previous election was declared void, or before ?—A. I think it was before.

Q. Did you hear him express himself at that time in reference to Mr. Lauder ?—A. Not to my knowledge ; he did talk about politics in a general way.

Q Did he say he was in favour of Mr. Lauder or opposed to him ?—A. I could not say that he said a word about Mr. Lauder, one way or the other.

Q. Did it excite surprise in your mind when you found him at the second election opposed to Mr. Lauder ?—A. Well, when I saw the way things were, I was astonished ; I thought it was the worst weapon that was ever used at any election to intimidate electors, and frighten them into voting for the Government candidate.

Re-cross-examination by Mr. Pardee :

Q. Who drew up this affidavit that you signed ?—A. I cannot tell you.

Q. Who brought it to you to sign ?—A. The man who drew it up ; I do not know his name ; he said he came from the Village of Durham.

Q. Did he draw it up in your house ?—A. Yes.

Q. Did you ever hear his name ?—A. I don't think I did. Henry Armstrong was with him ; he introduced me to him, but I paid no attention to it.

Q. Then you went with him before Mr. McArdle to swear ?—A. No ; Mr. McArdle came to my house afterwards.

Q. Did Mr. Mc. Ardle come there while the man was there who drew up the affidavit ?—

A. After he drew up the affidavit he left it at my house ; afterwards he came back with Mr. McArdle, and the affidavit was then sworn to.

Mr. H. S. McDonald.—Q. You had nothing to do with instituting this inquiry ?—A. No ; I was very sorry the matter had been taken up ; I thought it would have been better to have fought the battle in some other way, and at some other time.

By Mr. Prince :

Q. I suppose the gentleman who made this affidavit drew it up before he read it to you ?—A. Yes.

Q. He drew it up as it was before these corrections were made (pointing to portions of the affidavit that were scored out) and afterwards you made him strike those parts out ?—A. Yes.

Q. In this affidavit that you signed we have these words scored out—"He (that is Lewis) also stated on his arrival in Toronto he called at the residence of Mr. Edward Blake to get further instructions ; not finding him home he went to his hotel, and was there waited on by Mr. Blake, who hastened there for the purpose of giving him a special pledge ;" now you made him strike that part out ?—A. Yes ; but he told me he had a pledge from Mr. Blake.

Q. This gentleman put that paragraph in the affidavit that Mr. Blake hastened to Mr. Lewis at his hotel ?—A. Yes ; but Mr. Lewis did not tell me that.

Q. Was the affidavit written in your house ?—A. Yes.

Q. What made the gentleman who drew up the affidavit put in that part that you afterwards had struck out ?—A. I could not say.

Q. You did not tell him so ?—A. No.

Q. You cannot imagine what made him do so ?—A. I don't know, but that he got some information from some newspapers, probably he did, but I could not say that he did.

Q. There is another part that you had struck out ? Mr. Prince read a part of original affidavit that had been scored out, to the effect that Mr. Nethercote had been induced to vote for Dickey by the representations of Mr. Lewis, and asked witness if he had that part struck out ?—A. Witness said he had because he could not swear that it was so.

By Mr. H. S. McDonald—Q. When Lewis was at Proton he spoke at meetings ?—A. He did, and one man, Nethercote, told me that it was what he heard at these meetings that made him change his mind.

By Mr. Prince—Q. You don't know who made this affidavit ?—A. No.

By Mr. H. S. McDonald—Q. Do you believe from what you heard, and from what he told you, it was what Lewis had said that had caused him to change his vote ?—A. I could not say.

Q. We want your opinion ?—A. He told me so the same evening.

By Mr. Pardee—Q. For whom did Nethercote vote ?—A. For Dickey last time ; for Lauder before.

The Chairman asked John W. Lewis if he had any questions to put to this witness.

John W. Lewis replied in the negative.

James May was examined by Mr. Lauder :

Q. Where do you live ?—A. I live in the Township of Melancthon ; I keep a hotel there ; Lewis stopped at my hotel last summer ; he said he was sent up by the Government to value a part of Melancthon and Proton ; he was there about eight or nine weeks, perhaps longer.

Q. Do you know Lewis ?—A. Yes ; that is Mr. Lewis (pointed out Lewis).

Q. When did you see Lewis again ?—A. He came back again on the 27th of December, before the election ; he came to my house ; I did not attend the meeting he attended at Pates' ; I saw him at my house after the meeting at Pates' ; he stopped over night.

Q. Did you hear Lewis say why he came ?—A. He said that McKellar had sent him to the South Riding of Grey on behalf of Dickey ; he said that McKellar was in his room until three o'clock the morning he started ; he did not say where the room was, that was all he said about the room interview ; he said that McKellar had instructed him to come here on behalf of Dickey, and to tell the people of Proton that the Government would not accept his valuation, but that if they voted for Dickey, they would be sure to have the benefit of his valuation. He said he had been telegraphed to from some place, where he had been valuing land, to come to Proton, and that he had lost the telegram at Maxwell. he wanted to show that telegram, and that he had not come there to humbug the people.

Q. Did he say anything to the electors about the valuation of the lands?—A. He took out a book and showed them the valuation of their lands; he said that any person who would vote for Dickey was sure of his lands, and would get the benefit of his valuation. and that he would mark "satisfied" any person who would not vote for Dickey.

Q. Satisfied about what?—A. About the old valuations.

Q. Did you see him making any mark?—A. No, sir. I saw him take a small book out of his pocket and ask the name of a stranger who was present. He told the stranger that he would take the number of his lot and concession; the man told him he would not tell him his name.

Q. What did he want with the name?—A. To mark him "satisfied."

Q. What was the man saying?—A. He was talking about the election: I don't know whether the man lived in the Riding or not.

Q. Did he ask the man how he was going to vote when he said he would mark him "satisfied?"

Mr. Pardee—He says he did not see him mark "satisfied."

Witness—I did not see him mark it.

By Mr Lauder—Q. Where did this happen?—A. It was in the bar-room.

Q. Did you see the books he had there in the Summer?—A. Yes.

Q. Had he the same books at the Election?—A. He said it was the same book; it looked to be the same book.

Q. You thought it was the same book?—A. Yes.

Q. Were the people influenced by his statements?—A. Robert Montgomery, the Collector of Proton, came out of the meeting that was held in the school-house of Proton. No. 10. He said that Lewis had turned a good many there by showing his valuation-book. and that there was no doubt when he would go to the south side of Proton, to Cedarville, he would turn a good many more.

Q. Did he give you to understand that he had authority from the Government?—A. He said so, and said that he did not come there to humbug the people at all.

By Mr. Prince—Q. Did he say he had authority from the Government?—A. He said they had telegraphed to him, where he had been valuing lands to go to Proton, and that McKellar had come to his room and spoken to him on behalf of Dickey.

Q. That was what he meant when he said he had the authority of the Government?—A. Yes.

By Mr. Pardee—Q. You say you saw Lewis in August or September last?—A. Yes.

Q. You did not see him after he finished the valuation until last election?—A. No, sir. I only saw him the Wednesday before the Election.

Q. You saw the book that he had while valuing the lands?—A. Yes.

Q. When was it he said he returned the book back to the Crown Lands Department?—A. I did not put the question; he never told me he had returned the book to the Crown Lands Department.

Q. How did you come to swear in your affidavit, "which book he afterwards declared he had returned to the proper office at Toronto?"—A. I heard him saying he had returned the book; I said I had not asked him about it.

Q. Did you ever hear him say that he had returned the book to the Crown Lands Office?—A. Yes; when he came back at the time of the Election.

Q. If you heard him say he returned the book to the Crown Lands Office, at the time alleged, how could he have the book at Proton and keep showing it?—A. I did not ask him.

Q. You said you saw the book he had when valuing the lands, and that he appeared to have the same book at the Election; it is not reasonable to suppose he would show the same book, and say that he had returned it to the Crown Lands Office: How do you explain that?—A. He had a book in his hand; whether it was the same book or not, I don't know.

Q. Do you think it was the same book?—A. It looked to be the same book.

Q. Still you heard him say he had returned the book to the Crown Lands Office?—A. If I understood him right that is what he said.

Q. I suppose the only conclusion is you did not understand him right; the thing is very inconsistent; you swore to this affidavit (showing witness an affidavit) on the 9th January. Who drew it up?—A. I could not tell you; it was a young fellow.

Q. Did he bring the affidavit for you to swear to?—A. He drew it up at my house; he came to my house with a man named Henry Armstrong.

Q. Whom did Armstrong introduce him as being?—A. He said that the *Telegraph* newspaper had had an article in it, and that the *Globe* would be likely to contradict it, and that he wanted to substantiate it; the young man had a copy of the *Telegraph* with him, and was getting affidavits to prove what was in the *Telegraph.*

Q. Is that what he said?—A. Yes.

Q. What is the reason you made the affidavit: that the *Globe* would not be able to contradict the *Telegraph*?—A. Yes.

Q. This young man was introduced by Armstrong: whom did Armstrong say he was?—A. He said he was a young man from Durham; he told me his name, but I don't remember it; he said he had been in the Registry Office.

Q. Is there a Registry office in Durham?—A. I think so.

Q. The young man who drew the affidavit, drew it up to substantiate the article in the *Telegraph*?—A. Yes: that is what I understood; he said the *Globe* would contradict the article and fetch it out to be untrue.

Q. Had you seen the *Telegraph* or the article in it that wanted to be substantiated?—A. We had all read it before.

Q. Had he the *Telegraph* on the table before him?—A. I will not say; he showed me the *Telegraph* that day.

By Mr. H. S. McDonald:

Q. In regard to the book that Mr. Lewis had, was any statement made about its being got from the Crown Lands Department?—A. I did not ask the man any questions how he got it; I heard him say he had the book with him: he might have sent a copy to the Crown Lands Department, and kept the one he had with him before.

Q. Did you hear Mr. Lewis make any remark about the Election when he stopped at your place the first time he was up there?—A. I did not.

Q. Were you surprised when you found him up there the second time?—A. I knew he had not finished his work, and was expecting to be back again to value a part of the land he had not valued before.

Q. Did he make any attempt to value any land when he came up there the second time?—A. No; it was not a fit season of the year to value land.

Q. Could you conceive of any other object to have brought him there except the Elections? Did he state any other object?—A. No, he did not.

By Mr. Prince:

Q. Were you one of those gentlemen whose land was reduced?—A. No, I was not; all the land I have there is deeded property.

Thomas Rogers called: examined by Mr. Lauder.

Q. Where do you live?—A. At present I am living in Mount Forest.

Q. Where did you formerly live?—A. In Cedarville, in Proton Township.

Q. You lived in the Township at the time of the last election?—A. Yes.

Q. Did you meet Mr. Lewis when he was up valuing lands?—A. Yes, several times.

Q. Did he stop at your house?—A. He had been there, and I went with him some times through the Township. I was with him one or two days.

Q. Did you see him during the Election?—A. The only time I saw him during the Election was on the morning of the Election.

Q. What took place between you and him?—A. Mr. Lewis and I had not more than five minutes' conversation. He was going up to our polling place; I was at Rev. Mr. Morrison's. He drove up and we had some conversation there while Mr. Morrison was with us. Amongst the rest Mr. Lewis told me that the Macdonald Government did not accept his valuation, but that he had seen Mr. McKellar, and that the new Government had stated that they would receive his valuation. He had no doubt that they would: he had reason to believe they would.

Q. What did he say he came to Proton for?—A. No doubt he came in the interest of Dickey.

Q. Was he canvassing you for Dickey?—A. He did not say much to me. Just as he was going away, he said "You will vote all right." I told him I always tried to do that.

Q. Did he tell you he was authorized by the Government to come there?—A. He told me he had an interview with Mr. McKellar, and that he had instructions to say that his valuation would be accepted.

By Mr. Pardee:

Q. At what polling place was it that you saw Lewis?—A. I think he was on the way to No. 1 polling place. I was not going to any polling place. He had a conversation about his valuation. I think I asked him about the old Government not receiving it.

Q. You say that Lewis said something about the late Government not receiving the valuation, but that he had no doubt that the new Government would accept it?—A. Yes, and he saw Mr. McKellar. That was about the substance of what he told me: that Mr. Lewis had no doubt the new Government would accept his valuation, and he had reason to believe that they would.

Q. Did he say that he had reason to believe that the new Government would treat them fairly?—A. Oh, yes.

Q. What he said was that he had reason to believe that the new Government would treat the settlers of Proton fairly, and he had no doubt they would accept his valuation, and that he saw Mr. McKellar.—A. Yes.

Q. That is what he said was the result of his interview with Mr. McKellar—that he had no doubt that the new Government would treat the settlers of Proton fairly, and that he had no doubt they would accept his valuation.—A. Yes; something that way.

By Mr. Lauder:

Q. His interview with you was very short?—A. Yes, about five minutes. Rev. Mr. Morrison was present.

Q. Did he give you to understand that he had Mr. McKellar as authority for what he was saying?—A. I supposed Mr. McKellar was the authority; that was the impression upon my mind.

Q. Do you know yourself that Mr. Lewis attended a meeting in Proton?—A. I heard so; I was not at the meeting.

Q. Do you know whether he attended a meeting in the Irish settlement?—A. I heard so.

Q. What is your opinion with regard to Lewis's influence?—A. I believe it turned a great many against Mr. Lauder. I was told that about twenty at one meeting were turned by Mr. Lewis's statements.

By Mr. H. S. McDonald:

Q. Were you surprised that Lewis should be there at that time?—A. My own impression was that he came up for election purposes.

William Robinson called: examined by Mr. Lauder.

Q. Where do you live?—A. In the Township of Proton.

Q. Did you see Lewis when he was up there valuing land last summer?—A. Yes, I saw him. (Witness here identified Mr. Lewis.)

Q. Did you see him during the last Election?—A. Yes. I saw him a night or two before the Election. There was a meeting at Mr. Pates' in the bar-room, and I saw him there.

Q. What did you hear him say about the valuation of the land?—A. When he was urged to speak he began to say that he was not a speaker, that he was not a doctor, and named over a great many things that he was not, but that he was the man that had been sent by the Government as a valuator of the land, and that the valuation that he had given of the land had not been accepted by the late Government; but he assured them that he had seen a gentleman that belonged to the existing Government, and they would accept it.

Q. Did he mention the name of any person belonging to the Government?—A. He mentioned a name but I do not remember it. He stated that he would not have come had he not got this authority, and he assured them that it was so, that he believed the valuation would be accepted.

Q. Did he say he had been in Toronto?—A. I do not remember that he did.

Q. Did you see him have a book?—A. Not in that place, but after the meeting was over in the sitting-room in May's hotel I saw him have a book. There were six or eight voters there; he told them it was in their own interest to vote for Dickey; that they were hard-working and industrious men, and he had come up for their good, and if they wished themselves well they would vote for Dickey.

Q. Did he have a book there?—A. There was a large book open upon the table, and he was sitting opposite it, and he remarked to us standing by that any one that would give their vote against Mr. Dickey, he would return them satisfied.

Q What did he mean by that?—A. Satisfied to pay the back interest and the old price of the land.

Q. Did you see him marking in that book?—A. He had the book open and a pencil in his hand. He asked Mr. Abbott who he would give his vote for; Mr. Abbott did not give him an answer at once. He said, "You have not seen my land yet." Mr. Lewis asked him something about the qualities of the land, and he said likely when he would go and see it, it might be about a dollar. He asked him then to give his vote for Dickey, and Mr. Abbott said he would vote for Mr. Lauder. Mr. Lewis then said, "I will return you satisfied," that is, that he was satisfied to pay the back interest and the old price. He then took his pencil and wrote something down in his book.

Q. You say in your affidavit that he gave you to understand that you must vote for Dickey or you would have to pay the old price for your land?—A. He gave me to understand that if a man would vote for Lauder, he would have to pay the old price for his land.

Q. Did he say he had instructions from the Government or any other person to make these statements?—A. He did not say that.

Q. What then?—A. He said that it was for the welfare of the people that he had come, and it occurred to me that it was strange that a stranger should be so interested in their welfare.

Q. Did he mention any names?—A. He mentioned a name, but I could not say what it was, as I am only a short time in this country. He gave us to understand that he had it from good authority that the present Goverment would accept the valuation.

Q. Did he say Blake or the Blake Government?—A. Well, it was to the effect that the present Government would accept it, but the name is forgotten.

By Mr. Prince:

Q. Do you know who drew up these affidavits?

Mr. Lauder—There is no objection to the name being given. He is a young man named Grovenor, who lives in Durham, and occasionally copies in the Registry Office there.

Mr. Pardee—What does he do when he is not copying?

Mr. Lauder—He works in my office.

Mr. Pardee—Is he a clerk of yours?

Mr. Lauder—No; he was some years ago, but not now.

Mr. Pardee—Who is he living with now?

Mr. Lauder—He lives at St. Catharines.

Mr. Pardee—With whom?

Mr. Lauder—I suppose with his father and mother.

Mr. Pardee—You undertook to answer the question for the witness, and now you don't choose to give it all.

Mr. Lauder—Do you know James Wright?—A. No.

William Hughes examined by Mr. Lauder.

Q. Where do you live?—A. I live in Melancthon, about one mile from the town line of Proton.

Q. Did you see Lewis when he was valuing the lands last summer?—A. Yes, I saw him there; after that I saw him at a meeting held at Pates' hotel. I was standing at the bar room door when he came in and said, "You are all right if you vote for Dickey. I am with you."

Q. What did he mean by that?—A. During the course of the meeting I was led to understand that if the people would vote for Dickey, he had the promise of the new Government that it would do something for them in the land valuation. I heard nothing after that worth relating. I heard him say something at May's hotel after the meeting was over. He was talking to the same effect. He said that if we would vote for Dickey, he had a promise from the Government that they would give us the reduced valuation; if not, the former valuation would fall on us. I observed him writing in a book the word "satisfied." I thought it was to Abbott's name.

Q. Where did he mark "satisfied?" A. At May's, the same evening after the meeting was closed. We were trying to make him erase it. I thought it was very queer work. My impression was that the old days of Ireland had come back. I thought I had left them behind me, and did not like to see them coming after me to Melancthon.

Q. Did he give any authority for what he was doing?

(Mr. Dickey, the defeated candidate, here called upon the witness to speak out. He was reprimanded by the Chairman, who cautioned him to remain silent.)

The witness replied—He did not give any individual authority, but he had been talking of Mr. McKellar, and of having received a promise.

Q. Did you understand who Mr. McKellar was? A. I understood he was one of the party of the new Government. I don't know any of them. I don't read the public news very much. I have heard mention made several times of Blake as a fine man; I would have liked to have seen Blake.

By Mr. Prince:

Q. None of you seemed to have believed Lewis, for you did not change your votes?—A. I did not change my vote. I think some changed. Nethercote did.

By Mr. H. S. McDonald.

Q. You voted for Mr. Lauder?—A. Yes.

Q. You were one of those whose lands were re-valued?—A. Yes.

By Mr. Galbraith:

Q. Did he write the word "satisfied" against your name?—A. He did not, for I don't believe he had the power.

Mr. *Adam Oliver*, M.P.P., called: examined by Mr. Lauder.

Q. Do you know Mr. Lewis?—A. Yes, I have known him for five or six years.

Q. When did you first know he had been in Grey?—A. Some time in the month of October or November last he called at my place at Ingersoll. He used to do business in South Oxford when I first got acquainted with him. He was in the habit of calling upon me when he came to town. When he called upon me in October or November last he was on his way to Norfolk.

Q. When did you first know he had been valuing lands in Grey?—A. I do not think I knew he had been valuing lands in Grey till I came down to Toronto at the opening of the session. At the time he called upon me I did not understand from him that he had been valuing lands in Grey.

Q. From whom did you learn that he had been in Grey valuing lands?—A. I learnt it from the papers and from you.

Q. I had no conversation with you at the opening of the House?—A. I think you had; you told me about Lewis valuing lands. I am almost certain you were the man that told me first.

Q. Had you any conversation with anybody else?—A. Yes; I had a conversation with many of my friends in Ingersoll. I remember speaking of Lewis in the smoking-room in the presence of a number of Members. I know that Mr. Paxton was present then.

Q. Who told you anything about Lewis being in South Grey valuing lands besides myself?—A. I do not know that I had any other information till I read it in the papers.

Q. Had you no conversation with anybody else on the matter before you telegraphed to Lewis?—A. I cannot remember of anybody else having told me that he had been in Grey valuing lands till I read it in the papers.

Q. Did you read it in the papers, or hear it from anybody else except myself, that Lewis had been in Grey valuing lands before you telegraphed from Ingersoll for him to come?—A. I cannot say that I read it in the papers before I telegraphed. I think I heard it in general conversation about the House, but I cannot name anybody that said so.

Q. Where did you hear me talking about it?—A. You first mentioned the fact to me at the Rossin House.

Q. What day was it?—A. I cannot say, about the time the House first met.

Q. What did I say?—A. About Lewis having valued lands in Proton.

Q. How did his name come up at all?—A. I don't know. I expressed a little astonishment that you seemed to know Lewis, because I was well acquainted with him; I knew him to be a good Reformer. Don't you remember that?

Q. No, I do not. Did you get any word from anybody in Toronto while you were in Ingersoll, by letter or telegram?—A. I did not.

Q. Did you get any information in Toronto or at Ingersoll about Lewis from anybody?—A. I did not.

Q. From nobody?—A. From nobody.

Q. How did you know that Lewis was in Houghton?—A. He called upon me when he was on the way there and we had a conversation of three or four hours.

Q. When was that?—A. That was in October or November; November I think.

Q. How did you know he was in Houghton when you telegraphed?—A. He told me he was going there.

Q. Did you know he remained in Houghton Centre all the time after he had called upon you in October or November?—A. Yes, some of my townspeople had heard from him and when I was home, I heard that Lewis was down there then.

Q. You telegraphed to Messrs. Freeman & McBride, at Burwell, what did you telegraph to them for?—A. Because I did not know where Lewis was.

Q. What did you want with Lewis?—A. I wanted him to go to South Grey.

Q. Did you know he was still in the employ of the Government?—A. I did, when he called upon me at Ingersoll he made a suggestion about his going to South Grey, he said he was well acquainted there and that he would probably take a run up there during the Election on behalf of Dickey.

Q. My election was not declared void till the end of November?—A. Then it must have been the end of November when we had the interview. I said it was in October or November and that I thought it was in November, it must have been in the last of November.

Q. You said that Lewis told you on his way to Houghton that he would go to Grey. It so happens that Dickey was not mentioned at all, you had a conversation, and he said he wished to go to Grey and assist the Reform Candidate.—A. That was understood.

Q. Then you sent this telegram to him?

(Copy)

BY TELEGRAPH.

Port Burwell, Dec. 23, 1871.

From Ingersoll,
To D. Freeman, or Alex. McBride,
Burwell.

John Lewis, Government Land Valuator at Houghton Centre. Find him, and send him here, wanted in South Grey immediately.

ADAM OLIVER.

(18 paid 33)

Q. Is that correct?—A. Burwell has no business to be there; I did not put it in; otherwise the copy is correct.

Q. When did you leave Toronto?—A. I went from Toronto on 21st day of December.

Q. Had the new Government been announced before you left?—A. They were about to be announced.

Q. Had you any conversation about Lewis with anybody?—A. I had no conversation with anybody concerning Lewis except in the smoking room, I think I said there that I knew Lewis to be a true Reformer and good electioneer.

Q. Did you suggest to send him to South Grey?—A. I advised him not to go.

Q. Who was in the smoking-room when you had this conversation?—A. Mr. Paxton and Mr. McKellar, I think. I would not say that Mr. McKellar was there. It is my impression that Mr. Wilson, of Elgin, was also there.

Q. Did you know that Lewis was at Houghton?—A. I knew he was still at Houghton, for I knew he was going there.

Q. Did you when you were in the smoking room say that Lewis was in the employment of the Government?—A. I was not positively sure.

Q. You suggested that Lewis would be a good hand to send to Grey?—A. Lewis said so himself.

Q. You told the gentlemen in the smoking room so?—A. Yes.

Q. Did McKellar say anything about it?—A. I don't know; it was a general conversation.

Q. Did McKellar agree with you that Lewis would be a good man?—A. I am not sure if he were there.

Q. Before you left Toronto to go home to Ingersoll had you a conversation with Lewis?—A. No.

Q. Had you any other conversation with him?—A. No.

Q. At the time you had the conversation in the smoking room was McKellar announced as a member of the Government?—A. No, no.

Q. On what day did the conversation take place?—It was during the debate, the time of the hard fighting when there was every desire to have these outside members in the House in order to get their votes.

Q. You say you went home on the 21st?—A. Yes.

By Mr. McDonald—If Lewis were in the employment of John Sandfield Macdonald, how did you think you could get him?—A.—He said he was quite willing to go.

Mr. Lauder—That is very extraordinary.

Mr. Oliver—Lewis said so himself; he said that it would look very much like taking the bread out of his own mouth, but that he gave John Sandfield Macdonald full value for the pittance he received; he said that his mouth was not going to be shut.

Mr. Lauder—All the time he was in Grey before the Election he was on my side, as soon as the change took place, he turned on the other stde.

Question by Mr. Lauder—You said in your speech in the House that it was some letter induced you to send the telegram, but you did not say anything about the October interview?—A. I spoke about a letter I got. I got a letter from Mr. Bodwell, dated Durham 21st Dec.

Mr. Oliver here produced the following letter, which was read to the Committee.

(Letter not with the evidence.)

Chairman—When did you receive this letter?—A. The time I sent the telegram.

Chairman—After you sent the telegram, when did you hear from Lewis?—A. I sent the telegram on Saturday; next Monday morning I was driving out of Ingersoll in a sleigh. I met the stage coach and Lewis was on the top of it; all the conversation I had with him lasted about five minutes. I asked him if he had got the telegram he said yes, and that he was on his way to South Grey; he had to go to St. Catharines first, on account of some family demands.

By Mr. Lauder:

Q. What else did you say to him?—A. I asked him if he was on his way to the South Riding of Grey and he said that he was; I said to him that the time was short to do anything. He said he knew it, but he would go at once, as soon as he went to St Catharines; this was the purport of our conversation.

Q. Did you mention Bodwell's letter?—A. No.

Q. Did he say he was at Toronto?—A. No.

Q. Did you give him any money?—A. No.

Q. Who was to pay him?—A. I don't know. I think he was doing it for the good of his country.

Q. Was there anything said about expenses?—A. No.

Q. Did you say anything about these things?—A. It would be a nice place to talk about expenses in the presence of thirty or forty passengers.

Q. When you met him did you know that a new Government had been formed?—A. Yes.

Q. Did Lewis?—A. I think so.

Q. How did you know?—A. They are a reading community where he was, they take the *Globe*.

Q. Had you a conversation about the change of Government?—A. I think it was referred to.

Q. Did you say anything as to the change of Government?—A. I cannot say, I considered that it was a foregone conclusion, and that he knew it as well as I did.

By Mr. Lauder:—

Q. Did you say anything about the propriety of his going to South Grey or whether the new Government would sanction it?—A. No, I did not; I said that great exertions were made to elect Mr. Lauder, and I thought, considering that he was willing to go, he might do some good, and I so telegraphed for him, and he said that under the present state of affairs he was glad I had done so, because he was done with his work and was just ready to go up.

Q. After the new Government was formed, did you have any communications with any member of it on any subject?—No. I had no communication whatever with any member of the Government.

Q. Did you have any communication from any place other than Toronto, or from Toronto with regard to this man?—A. No, not any.

Q. You received no communication whatever from anybody, with regard to Lewis before you telegraphed?—A. Not any except from Lewis himself.

Q. What had you from Lewis?—A. I had no communication from Lewis till he went out there, I have had some from him since.

Q. Had you any communication from anyone about Lewis before you telegraphed him to come from Houghton?—A. I think I had a communication from Lewis when he was in Houghton, just after he went out there and while I was at Ingersoll. It was not with regard to politics at all, it was a private affair.

Q. I am speaking about Lewis going to South Grey. Had you any communication from anybody either written or otherwise before you telegraphed to Lewis?—A. No, I had not, not to my recollection save those communications I have spoken of.

Q. No telegrams from any body from Toronto or any other place, no written or verbal communication?—A. No, except a letter from Lewis on business after he went and before I came to this House. It strikes me now there was such a communication

Q. Had you any communication from anybody in Toronto or anywhere else about Lewis before you telegraphed him either by telegram or verbal message?—A. In regard to Lewis going to South Grey?

Q. No, about Lewis?—A. I had one letter from Lewis himself.

Q. Had you any other communication?—A. No.

Q. No suggestions to get him; no mention of his name at all?—A. No, not any.

Q. When did you get this letter from Mr. Lewis that you speak of?—A. I think it was received about the first of December or during the first part of the month; it was on private business affairs and it is at Ingersoll now. It has nothing to do with this enquiry.

Q. Why did you telegraph to these parties?—A. Because I knew them to be good Reformers and that they would find Lewis.

Q. Why did you not wait for him at Ingersoll?—A. I did not know when he would come, or whether he would come at all or not.

Q. Where were you going that day when you next met him?—A. I was going on business to the Township of Norwich where I had a contract, that was on Monday, I don't know what day of the month.

Q. You telegraphed on the 23rd, so it must have been Christmas day. What time on Saturday did you telegraph?—A. In the afternoon.

Q. And what time did you meet Lewis on Monday?—A. About ten o'clock.

Q. What day did you leave Toronto?—A. I left Toronto, I think, on Thursday, I do remember by what train.

Q. Why did you not telegraph on Thursday, when you went home?—A. I had not received the letter, and I wanted to consult the chairman of my Central Committee Mr. Brown, about the matter, and I am not sure that he did not write the telegram, I got the letter on Saturday.

Q. Was the chairman of your Committee present at the interview with Lewis?—A. Yes, I think he was.

Q. You consulted him as to the propriety of sending that telegram?—A. Yes.

Q. What did you consult him for?—A. Well, in the multitude of counsel there is wisdom

Q. You said nothing about his valuation of lands in Proton?—No.

Q. Which way would you go to Grey from Ingersoll?—A. Mr. Lewis had to go to St. Catharines first on some family matters, I believe.

Mr. H. S. McDonald—The letter of Bodwell says: "Pity some one acquainted with the real state of the case could not go into these Townships and present the facts as they exist, and disabuse the minds of the people of these misrepresentations." When you read this did your thoughts revert to Lewis?—A. Yes.

Q. Did you and Mr. Bodwell talk over the fact of Lewis being in Grey?—A. No.

Q. Did you know if Bodwell intended that you should pick out Lewis?—A. It never occured to me.

Q. Have you had any conversation since with him about it?—A. No.

By Mr. Lauder:—

Q. Bodwell wrote to you from Durham in South Grey? A. Yes, but I never was there.

Q. Do you think Bodwell intended that you should come up yourself?—A. No, I was not acquainted with anybody there.

Q. You think he must have had in view to get a man acquainted with the facts?—A. I cannot account for his thoughts.

Q. You do not think the letter was written with the view you should send nobody there?—A. From what I heard when I was in Toronto, I was not surprised to get that letter. I saw Mr. Bodwell before he left for South Grey.

Q. What did he go to South Grey for?—A. For the purpose of canvassing.

Q. Was the letter written for the sake of giving you information, or that you might act on it, and send some person?—A. I have answered that question as many times as you have asked it. I have no idea that Mr. Bodwell meant anybody. I do not think Mr. Bodwell formed the intention that I should send any man there.

Q. You were the first to suggest the finding of Lewis in order that he might be sent to South Grey? –A. Yes, unless Mr. Brown the Secretary of our Central Committee might have said something about it.

By Mr. H. S. McDonald:—

Q. Did Brown speak to you first?—A. I spoke to Mr. Brown in reference to information that I had, and we agreed that we should send for Lewis, and that he should go up, inasmuch as he had volunteered his services when Mr. Brown was present.

Q. You have no knowledge that Brown received any information from any person to get Lewis to go to South Grey?—A. No.

Q. Did you see any commenication from Ingersoll to anybody else?—A. No.

Q. In November last, when you saw Lewis, and were speaking to him, what did he say about South Grey?—A. I did not understand him to say he had been valuing lands. He said he had some good friends there, and was well acquainted.

Q. Did you tell Lewis, when you met him on the road, on Monday morning, that you had seen Brown?—A. I think I may have said "You will see Mr. Brown and other friends in Ingersoll." He had about three hours in Ingersoll before he got the train.

Q. Did you know what took place in Ingersoll?—A. No.

Q. Is Brown in Ingersoll now?—A. Yes.

The Chairman having asked if any member of the Committee wished further to examine Mr. Oliver, and the answer being in the negative, declared the inquiry adjourned for this day.

The Committee rose at twenty minutes past one o'clock.

THURSDAY, February 15th.

The Committee met this morning at half-past nine o'clock.
There were present:

Mr. RYKERT, *Chairman.*
Messrs. Boulter,
Prince,
H. S. McDonald,
Messrs Galbraith,
Pardee.

Mr. Lauder complained that, in a report of the meeting of the Committee yesterday, which appeared in the *Globe* of to-day, it was stated that he had been called to order several times by the Chairman of the Committee. He denied the accuracy of the statement.

The Chairman said he had not called Mr. Lauder to order.

Edward K. Dodds was examined by Mr. Lauder.

Q. Where do you reside? - A. In the City of Toronto.

Q. Were you in the County of Grey, last Election?—A. Yes.

Q. Did you meet Lewis there?—A. I met him first at Dundalk.

Q. Where is Dundalk?—A. About twelve miles south of Flesherton, on the Town line of Proton. I heard that Mr. Nixon, of Toronto, had called a meeting at Dundalk, and I went to the meeting to hear him. The first intimation I had about the land question was from Mr. Nixon, saying he had called to see Mr. McKellar before leaving the City to get posted on the land question.

Mr. Pardee—This is no evidence, what Nixon said.

Witness—I afterwards heard Lewis state that he had come up specially to have the land question put right before the people. He spoke to the effect that the present Government were entitled to all the credit, and ought to receive the support of the electors, because when they were in power they would give the land question more consideration in the interest of the electors than the late Government had done.

Q. Did he speak of having an interview with anybody?- A. I did not hear him say he had an interview.

Q. Did you ask what authority he had for the statement?- A. The authority was given by Nixon, that he had seen McKellar. I understood Lewis to say that what he stated he had had authority for from McKellar and Blake. He did not mention these members of the Government personally.

Q. Did he speak out publicly before the crowd?—A. I think probably he was doing a little by conversation with the leading voters here and there. After I got through speaking he spoke very strongly to the people on the land question. He spoke in a kind of authoritative way, as being the person who had valued the lands.

Q. Was there a change in the minds of the people after Lewis came amongst them?—A. I thought there was quite a change; they were not so warm for us as before.

By Mr. Pardee:

Q. You were out canvassing for Mr. Lauder?—A. I was there addressing the electors for Mr. Lauder

Q. What you say is: that Lewis stated to them it would be for their interest to support the present Government in the person of Mr. Dickey?—A. Yes.

Q. And that the present Government would grant them more justice than the last one?—A. Yes.

Q. Did you hear him say that he had any authority from any member of the Government?—A. I understood him distinctly to say that he was carrying out the wishes of the Government. I did not hear him say he had direct authority from the Government, but he said he had the sanction of the Government in saying that the people should receive justice as to their lands.

Mr Pardee—I have no doubt that is what the Government wishes.

By Mr. Lauder:

Q. Did he mean general justice, or justice as to the lands?—A. More especially as to the lands in the Township of Proton.

Q. So it was about the land question ?—A. Yes.

Q. That the people would get a low valuation if they supported the Government candidate ?—A. Yes.

Chairman : At how many meetings did you see him ?—A. There was one meeting at which I saw Lewis. This was three days before the voting.

By Mr. Lauder :

Q. Did you see him have any book ?—A. No.

Mr. Lewis here asked the witness if they did not go down together to May's. The witness answered in the affirmative.

Witness to Mr. Lauder. I was not present at May's when Lewis shewed the books. I left for Flesherton and Lewis remained. There were some people there.

H. B. Dwight, examined by Mr. Lauder. I live in Toronto and am Superintendent of the Montreal Telegraph Company. I was served with a subpœna to attend here this morning.

Mr. Lauder—You were asked to bring all books and papers and documents relating to Lewis, between the 20th and 27th December last ; have you brought them ?

Mr. Dwight said that before he answered that question he wished to say that the law provided for imposing a fine or imprisonment or both, on any Telegraph Official who divulged the contents of a message that had passed over the lines.

Mr Lauder said he was aware of the fact.

Mr. Dwight said that all he wished to be satisfied about was, if the Committee had the authority to ask him to produce these documents.

Mr. Lauder submitted that the Committee having been authorized by the House to send for all persons, records, and documents, this authority would be sufficient to warrant the production of these documents. If the Committee had not the power, he submitted they should ask the House for it

The Chairman was of opinion that the Committee had no power to compel Mr. Dwight to produce these documents. The statute pointed out that a Telegraph Official should not divulge the contents of a message. The Court said that, when before them, he must divulge, notwithstanding the statute, and that they would protect him. Now if the Committee had concurrent jurisdiction with the Court, they could protect him But before deciding on that point the Committee could ascertain from Mr. Dwight, if he did not refuse to answer, whether certain telegrams passed over his line to certain persons Then it was for the Committee to say whether they would issue an order for the production of the telegrams. He would rather not issue such an order at the present time, for he was not sure the Committee had the authority.

Mr. Lauder continued the examination of Mr. Dwight.

Q. Have you examined the records of your office to ascertain whether there is any entry of telegrams sent from Toronto to Lewis, between the 20th and the 27th of December last ?—A Yes.

Q. Have you found any record of a message sent to Lewis ?—A. No.

Q Did you find any record of any telegram sent from Toronto between these dates to Mr. Oliver at Ingersoll ?—A Yes.

Q. Do you know the name of the party sending that message ?—A. I do not like to go on any further without further explanations of my position. If there is anything our Company has been more strict about than another, it is about giving evidence of this kind, and from all I can gather, I do not see that the Committee has the same authority for ordering me to produce messages that an ordinary Court of Law has.

The Chairman—You are not asked to state the contents, only the names. I think it is quite competent for the Committee to find out who sent the message.

Witness then answered that the despatch was signed by J. K. Kerr.

Mr. Lauder—Who else ?—A. No other,

Mr. Lauder—To whom was it sent ?—A. To Adam Oliver.

Mr. Lauder—On which day of the month ?—A. The 23rd of December.

Mr. Lauder—I propose to ask Mr. Dwight to produce that message.

The Chairman—For the present I would not like to take upon me the responsibility ordering the production of the message, although I think we have concurrent jurisdicti a Court of Law. I think we should first consider whether we have the power to order Mr. Dwight to produce the message, and Mr. Dwight could be called again.

Mr. H. S. McDonald—It is right that Mr. Dwight should be asked to produce the message, and if he refuses, to give his reasons.

The Chairman—I ask you, will you produce the message, and I advise you not to produce it till we have considered our authority.

Mr. Dwight—I decline to produce it in accordance with your advice. Meantime I claim the protection of the Statute, as in a Court of Law.

Mr. Lauder—Did you find any Messages sent to Durham from Toronto, during the same time?

Mr. Dwight said he had not looked for other messages: only for those he was directed to look for by his subpœna.

Mr. Lauder asked that Mr. Dwight be instructed to look for other telegrams; he said he had no other witnesses to call to-day. He would like to get the telegram sent to Mr. Oliver before proceeding further.

Mr Oliver here entered the committee room and said he now remembered that he had received a telegram from Mr. Kerr: he had forgotten it yesterday when giving his evidence.

In answer to Mr. Lauder he said he would object to producing the telegram until he saw it, and saw what its contents were: he did not now remember what it contained.

The Committee then adjourned.

FRIDAY, February 16, 1872.

The Committee met this morning at half-past nine o'clock.

There were present:

MR. RYKERT, Chairman.

Messrs. Boulter,	Messrs. Galbraith,
" Prince,	" H. S. McDonald.
" Pardee.	

Mr. Lauder said he was ready to proceed.

The Chairman said that Mr. Oliver had communicated to him his desire to lay before the Committee a telegram that had been referred to yesterday, but which Mr. Oliver could not then produce.

Mr. Lauder asked that the telegram should be produced.

The Chairman submitted the communication he had received from Mr. Oliver; it was as follows:—

HOUSE OF ASSEMBLY.
15th of Feb., 1872.

J. C. RYKERT, M.P.P.,
Chairman on Proton Committee,

DEAR SIR,—I am quite willing that Mr. Dwight shall produce the telegram from Mr Kerr to me, referred to to-day in your Committee room. I have sent to Ingersoll for a copy but it can't be here before the time your Committee meets to-morrow.

Yours with respect,
A. OLIVER

Mr. Lauder said that Mr. Oliver had denied the telegram, but now acknowledged it. He wanted the original, and he also wanted to examine Mr. Dwight before he examined Mr. Kerr.

The Chairman said that Mr. Kerr had stated he would have no objection to the production of the telegram.

In reply to a question from Mr. Lauder,

The Chairman stated that Mr. Johnston, of the Crown Lands had been summoned to appear, but that he was sick.

Mr. Dwight here entered the Committee-room.

The Chairman informed Mr. Dwight that Mr. Kerr had given his consent to the production of his (Mr. Kerr's) original telegram to Mr. Oliver, and that Mr. Oliver had also given his consent.

Mr. Dwight—You have then a perfect right to get them.

The telegram was then produced; it was dated the 23rd of December, 1871, and was addressed to Adam Oliver, M.P.P., Ingersoll. The wording was as follows:

"Where is Lewis? He is wanted in Proton at once; can you start him to-night? Most important."

J. K. **Kerr.**

Chairman (to Mr. Dwight)—Q. Is that the original telegram from your office?—A. Yes, sir.

Mr. Lauder—Q. Have you made a search to ascertain if there are other telegrams?—A. I have.

Q. Have you found any?—A. I have not.

Q. You mean you have not found any telegram in which the name of Lewis is mentioned?—A. I looked for messages between Toronto and Durham. There was another message sent from Ingersoll to Port Burwell; that you have already; that is all.

Q. Did you search?—A. Yes.

Mr. Lauder said that he wished to have Mr. Dwight make a further search; he would hand to the chairman a list of names and dates and places which he would ask the Chairman to transmit to Mr. Dwight, with the request to make a further search.

Mr. *J. K. Kerr* called; examined by Mr. Lauder.

Q. You are a partner of Hon. Mr. Blake?—A. I am; in his law practice.

Q. And I believe took a good deal of interest in the Grey election?—A. I did take a great deal of interest in it; I was one of those who were instrumental in inducing Mr. Dickey to accept the nomination.

Q. I believe it was planned in your office?—A. No, it was not.

Q. Where was it that the meeting was held when the thing was planned?—A. I am not aware that any meeting was held.

Q. When was Mr. Dickey brought out?—A. At the trial, where I was engaged as Counsel, his name was mentioned, and I was asked to see whether he would accept the nomination; on my return I saw him at his place of business, and urged him to accept the nomination if he were nominated. They said at the trial that they were at a loss for a candidate in the County.

Q. Had you conversation with your partner, Mr. Blake, about the Grey election from time to time?—A. I may have.

Q. The election was going on when the late Government resigned?—A. The canvass was going on some time before that.

Q. Were you present in the House and in the lobbies frequently while the discussions were going on before the resignation of the late Government?—A. I was present in the galleries; I do not know that I was very often in the lobbies.

Q. Were you ever in the smoking room?—A. I don't think I was.

Q. Then you never had a discussion in the smoking room about Lewis?—A. I do not think I had.

Q. Mr. Oliver states he had a conversation with you about Lewis there?—A. He had a conversation with Mr. Wells, but I was not there.

Q. You never had any conversation with Mr. Oliver about Lewis?—A. No. I had not; but Mr. Wells told me that he had been present at a conversation in a smoking room.

Q. Who is Mr. Wells?—A. He is Mr. Angus Morrison's partner; some years ago he was Mr. Blake's partner. He said he had heard Mr. Oliver say that Mr. Lewis would go into Grey to assist Dickey.

Q. Mr. Wells is brother-in-law of the late Member for Prescott, Mr. Boyd?—A. I believe he is.

Q. Had you any communications from Grey during the election?—A. I had from Mr. Dickey.

Q. Any telegrams?—A. I may have had telegrams; I am not certain; I had telegrams from there.

Q. Have you got them with you?—A. I have not any of them.

Q. Where are these telegrams?—A. They were destroyed at the time.

Q. They related to the Election?—A. Yes; they wanted to get assistance up in the County; they wanted some persons sent up.

Q. You destoyed them all?—A. I attended to the matter at the time as well as I could, and tore them up.

Q. Did you get letters from Dickey?—A. I got two or three letters.

Q. Any from anybody else?—A. I think I had other letters, but I do not remember from whom.

Q. Where did they come from?—A. I got two or three letters from Durham, I think; I could not from memory undertake to say from whom.

Q. Any telegrams from Durham?—A. I may have, I think I had, but I could not state positively.

Q. Have you kept any of the letters you received?—A. No.

Q. You ought to be able to tell the names of some of the writers?—A. I may be wrong, but I think I got a letter from Dr. Gunn; and I had letters and telegrams from Gilbert McKechnie.

Q. What were they about?—A. They spoke of the prospect; they all seemed to think you were going to be beaten.

Q. What else did they say?—A. They also asked whether persons could be got to go up and assist in the canvass; they stated there were misrepresentations being made in the County by you and your friends.

Q. What did you do on receiving these telegrams and letters urging assistance?—A. I tried very hard to go myself, but I could not get away.

Q. What did you do then?—A. I spoke to different persons in town, and asked them to go.

Q. Give us their names?—A. I spoke to Mr. John Lees, and I may have spoken to Mr. Thos. Nixon,

Q. Mr. Nixon went?—A. I believe he did.

Q. What other persons did you see?—A. I spoke to Mr. Wells and urged him to go; I think he would have gone, had he not had to go to Prescott.

Q. What other persons?—A. I think I spoke to Mr. O'Donohoe.

Q. What false impression was he to correct?—A. He was to advocate Mr. Dickey's claims.

Q. Yes; but you stated that you acted in this way because false impressions were being made?—A. Don't misunderstand me; that was one reason, but the County was a very large one to canvass.

Q. What did you ask Mr. O'Donohoe to go for?—A. To advocate Mr. Dickey's claims.

Q. Why did you select him?—A. He was a leading Reformer, took an active part in elections, and was a good speaker.

Q. He is a Roman Catholic, I believe?—A. I understood he was.

Q. He is a leading member of the Catholic league?—A. I have understood he is; I do not know any thing about the Catholic league beyond what I see in the prints.

Q. Did Mr. O'Donohoe go?—A. He did not, as his engagements prevented him he said.

Q. What else did you do?—A. I received a letter from Mr. Dickey in which he stated as nearly as I can recollect, that there were gross misrepresentations being made with reference to the settlers; he enclosed a circular from the Crown Lands Department, which I understood him was being circulated by you and your friends, and he said it was being improperly applied. He enclosed another printed circular which purported to be signed by the District Master of the Orangemen, making charges against Mr. Dickey, and asking them to support you. Mr. Dickey asked me to see if I could get Lewis to go up; that he could correct these misrepresentations.

Q. Have you got that letter?—A. I have not: my recollection of it is that it was a pencil scrap, written at a tavern, after he had had a meeting.

Q. After getting this letter what did you do?—A. I immediately sent that telegram to Mr. Oliver, I recollected the conversation which Mr. Wells had had with me, and I did not know where to find Lewis, and the only way I had of getting track of him was to communicate with Mr Oliver, therefore I sent the telegram.

Q. After you got that letter from Mr. Dickey, did you speak to anybody in the city about Lewis ?—A. I did not. I recollected Mr. Wells' conversation, that Mr. Oliver had said that Lewis would go up.

Q. You saw no one before you telegraphed about Lewis ?—A. No. I have no recollection of having spoken to any one about it.

Q. Did you speak to any body in the city or make any enquiries in the city as to the whereabouts of this man ?—A. I have no recollection of having spoken to anybody. I am quite certain I did not make any enquiries. I may have had a conversation with Mr. Wells ; but I don't think I had.

Q. Did you get Mr. Wells or anybody else to go to make enquiries ?—A. , I am certain I did not.

Q. Did you send anybody before you telegraphed ?—A. I did not.

Q. How did you know then that Oliver knew about it ?—A. Because, as I already told you, Mr Wells informed me that Mr. Oliver had made the statement in the smoking room, that Lewis would go up into Grey, if wanted there, or something to that purport.

Q. Why did you telegraph Oliver ?—A. I had no other way of communicating with Lewis, except through Oliver. My impression was that Lewis lived in Oxford.

Q. Did you know he was in the employment of the Government ?—A. I did not.

Q. Did you know that Lewis was a valuator of lands ?—A. I did not.

Q. Do you know it now ?—A. I have been told so.

Q. Did not Mr. Wells tell you what Lewis was doing ?—A. He may have, but I have no recollection of it.

Q. Is that the telegram ? (Hands telegram to witness).—A. That is the telegram.

Q. Have you had any conversation with Oliver since on that matter ?—A. I had yesterday.

Q. When that matter was first mentioned, had you a conversation with Oliver ?—A. No.

Q. Had you a conversation with Oliver about Lewis since the matter was first mentioned in the papers ?—A. No. I never met Oliver; had I met him I would have mentioned the matter to him.

Q. Had you any conversation with any member of the Government as to Lewis at any time ?—A. No, except that yesterday I mentioned to Mr. McKellar that I had been summoned to give evidence before the Committee.

Q. Had you any conversation with Mr. Blake as to the South Grey Election ?—A. I had.

Q. Frequently ?—A. Mr. Blake went up to Grey himself. As to myself, I knew a great deal of the County, for I was concerned in the case before ; the people there wanted me to assist them as much as I could.

Q. Did you see Mr. Blake after he came back from Grey ?—A. I did.

Q. Had you some talk about the Election ?—A. No doubt.

Q. Did you see Mr. McKellar after he came back from Grey ?—A. I have no recollection ; I don't think I spoke to McKellar.

Q. Did you see Nixon before he started ?—A. I did.

Q. Did you give him any instructions ?—A. Expecting that he would go to Grey, I telegraphed to Mr. Dickey and Mr. McKechnie that he was going, and asked them to arrange meetings ; they telegraphed back to me what arrangements they made.

Q. Did Nixon come to your office to get instructions ?—A. He came to my office to see me.

Q. Did you furnish these parties with any money ?—A. I did.

Q. Will you tell us all about it ?—A. I met Lewis the night before he started ; he told me he had a cheque in his pocket, and would not be able to get it cashed before morning ; he asked me to lend him some money.

Q. How much was it you lent ?—A. It did not make much difference : I never expected to get it back. (A Laugh.)

Q. How much did you give him ?—A. Twenty-five dollars.

Q. Has he returned it ?—A. He has not.

Q. You never expected to get it, did you get it?—A. Mr. Dickey reimbursed me.

Q. Then you made a demand on Dickey?—A. No.

Q. Was that the night before he went to the American House to see Mr. McKellar that you lent him the money?—A. I think it was before that: I don't know whether he saw McKellar or not.

Q. Where did you meet Lewis first, before he went to South Grey?—A. I met him at the Great Western Station at Hamilton.

Q. What other money did you pay?—A. I paid Nixon's expenses after his return.

Q. Where was he going?—A. I think he was going to Melancthon and Osprey.

Q. How much did you pay to Nixon?—A. I forget; when he came back he told me his expenses, and I paid them; it was a matter of twenty or thirty dollars.

Q. Which of the two sums was it?—A. I have not the slightest recollection. Mr Dickey repaid that too.

Mr. Pardee—I don't think we have anything to do with an enquiry as to what the election cost Dickey, neither is the enquiry fair to Mr. Dickey.

The Chairman—I think any question that goes to show how Lewis was sent is a fair subject of investigation; but I think it is beyond our province to enquire how much money he paid in the canvass, unless you propose to connect Mr. Blake and Mr. McKellar with it.

Mr. Pardee having read the resolution of the House, appointing the Committee, and defining its duties:

Mr. Lauder submitted that he had a right to examine Mr. Kerr as to the amount of money he had expended in sending parties to South Grey in company with Lewis.

The Chairman—If you are to go on in this way, where are you to stop? I think you are confined by the resolution to Lewis' connection with the election, but if you can show by Mr. Kerr that he, in the interests of the Government, advanced money to Lewis, it would be a proper subject for investigation.

Mr. Lauder—We have proved that Mr. Kerr was the first man to suggest Lewis, and that he took this step in the interest of Dickey. I have a right to go on and shew all that Mr Kerr, as being a partner of the President of the Council did. If I can prove a single co-operative act of the President of the Council through his partner, Mr. Kerr, I think I ought to be allowed to go on.

Mr. Kerr—I am only a partner of Mr. Blake, in his law business. I have nothing to do with him as President of the Council.

The Chairman—Lewis and Nixon appear to be connected in the matter. I don't think you can go beyond that.

Mr. Lauder—I ought to be allowed to ask general questions of Mr. Kerr as to the expenditure of moneys in the election.

Mr. H. S. McDonald—I fully concur in the ruling of the Chairman: while we are anxious to sift the matter to the bottom, it is hardly fair to avail ourselves of the position of the witness in reference to this matter, to get other information out of him, unless it is connected with Lewis.

Mr. Lauder—I reserve the right to recall Mr. Kerr for examination in this matter.

By Mr. Lauder:

Q. Will you tell us what instructions about the money you gave to Lewis?—A. I gave him no instructions whatever, beyond this, that he should be extremely careful in any statement he made.

Q. Why did you say so?—A. I did not want him to be using the weapons of the adversary, misrepresenting.

Q. Did you tell him where to go?—A. I don't think so. I don't think he told me he was going to Proton.

Q. Did he come in reply to the telegram you had sent?—A. I left for Hamilton the day on which the telegram was sent December 23rd. I saw Lewis at the Great Western Station there. He then told me that he was going to Proton. This was on Monday, the 25th of December, about half-past seven in the evening.

Q. Had you any communication with him before that?—A. None whatever: he was introduced to me by some gentleman.

Q. How did you know he was at the station ?—A. I did not know he was there. I was on my way to Toronto and some person introduced Lewis to me.

Q. What did you say to him ?—A. I said I was very glad he was going up.

Q. Did he tell you where he had been ?—A. I don't think he did.

Mr. Lauder here suggested that Mr. Lewis, who was in the Committee-room should retire.

Mr. Lewis retired.

By Mr. Lauder :

Q. What did you say to Lewis ?—A. I spoke of the canvass, said the state of matters was assuring, and that there was a prospect of your being beaten. Lewis came to Toronto with me, but was not in the same car ; I might have seen him a few moments on the way to Toronto.

Q. Where did you give him the money ?—A. At the station here in Toronto.

Q. Did he tell you where he was going ?—A. He told me he was going to Grey.

Q. That was not the way to Grey ; the way to Grey is by Guelph. Did he tell you what he was going to do in Toronto ?—A. He did not.

Q. Where did you leave him ?—A. At the station, I think.

Q. Did you see him again before he went away ?—A. No.

Q. When did you see Mr. Nixon ?—A. Not till after he returned.

Q. When did you give him the money ?—A. Perhaps a week after he returned.

Q. Then you saw in the newspapers the statement of how Lewis and Nixon were acting before you paid him ?—A. No, I don t think I did ; if I had seen it, I did not pay any attention to it, I was away from town all the time.

Q. Did you see none of the articles in the *Telegraph* till then ?—A. I did not see them till a week or ten days after they had been published.

Q. Did you speak to anybody about the Proton affair before you paid Mr. Nixon ?—A. I don't think I did; I was away from town till the week after the election was over.

Q. Had you any conversation with anyone about Dickey, Lewis and Nixon with regard to the statements they had made ?—A. Not till recently ; not till after I paid him the money.

Q. When did Mr. Dickey refund the money ?—A. A day or two after he returned.

Q. Did you not see Dickey for a week after the election ?—A. I don't think I did ; not till after I paid Mr. Nixon.

Q. Where were you when you were away ?—A. I was in London.

Q. You are satisfied you never heard of the conduct of this man, before you paid Mr. Nixon ?—A. I am satisfied of that.

Q. Did you see the letter written by Lewis to the *Globe* ?—A. I did.

Q. Was that letter true ?—A. I really don't know enough about the matter to say whether it was true or not.

Q. He stated in that letter that no one asked him to go to Grey, and no one paid him anything.—A. If the facts are as you put them, it was not strictly true.

Mr. Lauder—I reserve the right to recall Mr. Kerr ; meantime I ask that directions be given him to make further search for letters and papers. I must state that I think I ought to be allowed to enquire into this expenditure of money. I asked Mr. Kerr to whom he charged the $25.

The Chairman—It would be fair enough for you to go fully into that item.

Witness—I don't think that I charged it at all ; I paid it out of my own pocket. All the money I paid, I paid out of my own pocket. I made no entry anywhere, except in my cheque book.

Mr Lauder—I ask that Mr. Kerr be directed to bring his check-book.

Witness—I have no objection to shewing my cheque book to the chairman.

By Mr. H. S. McDonald.

Q. You went to Hamilton on Saturday the 23rd, and on Monday evening, at the Great Western Station at Hamilton, you were introduced to Lewis ?—A. Yes.

Q. And he told you he was on his way to Grey, and he came down to Toronto on the same train with you ; was Oliver's name mentioned between you ?—A. I think he stated that Oliver desired him to go, and that he had a telegram from Oliver.

Q. Did you ask him if he had heard from Oliver ?—A. I did not.

Q. You think he mentioned to you he was on his way to Grey, and that he had heard from Oliver, or seen him?—A. Yes.

Q. Are you perfectly satisfied that was on Christmas night?—A. I am pretty sure it was Christmas night.

Q. Had you any communication with him upon the train?—A. I did have some little conversation with him on the train, but it was quite of a casual character, the ordinary election talk.

Q. Did he say anything about having got through with his work in Houghton, where he had been valuing lands?—A. No; he did not mention Houghton.

Q. When this money was paid there was nothing said about refunding it?—A. No. He asked me either just as we were coming into Toronto, or at the station. He said he had a cheque, but that he was leaving town in the morning before he would be able to get it cashed, and so I said I would give him some money; I suppose he asked me for it. I did not take the cheque; I just handed him the $25.

Q. He never professed to make any return of the money? You saw nothing of him further?—A. No; I saw nothing further of him after that time.

Q. Had you any subsequent communication with him of any kind, either writen or verbal?—A. No, neither written or verbal.

By Mr. Pardee:

Q. Did you receive any intimation or request, either directly or indirectly from Mr. Blake, or Mr. McKellar, or any other member of the Government that you should procure Lewis to go up to Grey?—A. I did not.

Q. You say you did not receive any intimation or request either directly or indirectly from Mr. Blake, Mr. McKellar, or any other member of the Government that you should procure Lewis to go up into Grey, and canvass for Dickey?—A. I did not.

Mr. H. S. McDonald:

Q. The information you received was from Mr. Wells?—A. Yes.

The Chairman asked Mr. Lauder if he had any more witnesses to call this morning.

Mr. Lauder said he expected Mr. Johnson of the Crown Lands Department.

The Chairman said Mr. Johnson was unwell.

Mr. Lauder—I think Mr. Johnson a most important witness in this inquiry, and I shall be very sorry if he is unable to attend.

Mr. *Rupert W. Wells*, called.

Examined by Mr. Lauder.

Q. You are a practising barrister in Toronto?—A. Yes.

Q. Were you formerly a partner of Mr. Blake?—A. I was.

Q. For how long?—A. I think for eight or nine, or seven or eight years.

Q. You took a great deal of interest in the Grey election?—A. I took an interest but not active interest in it.

Q. Had you any communication with any parties in the Riding or any other place relating to the election?—A. No.

Q. Had you any conversation with any parties as to who were the proper agents to send up there?—A. The only conversation I had was one with Mr. Oliver, one afternoon, in the smoking-room; just about the time, I think, that the present Government was being formed. Mr. Oliver told me that he had received, I think, a letter from Lewis, offering to go up to the County. Mr. Oliver told me either that he had a letter from him or saw him. I think he said he had a letter from him.

Q. What did Oliver say?—A. I think he said he received a letter from him.

Q. What was Lewis about?—A. He was a valuator of lands.

Q. Did Oliver tell you where he was then?—A. I don't remember; my impression was that he was at home, for Oliver said he was going home to Ingersoll the following day. I knew he was a Government land valuator before.

Q. What else did Oliver say?—A. I don't remember. Nothing of any importance.

Q. Was there anything suggested as to what Lewis was to do?—A. I don't remember any more than that Oliver was to see Lewis when he went up.

Q. What did you next hear? A. I don't remember.

Q. Had the Government resigned then? A. My impression is that they had. I think the new Government was in process of formation at the time.

Q. What other conversation had you about Lewis with Oliver?—A. None.

Q. You recollect nothing further?—A. No.

Q. When did you next hear of Lewis, or his name mentioned?—A. I cannot tell.

Q. Did you take any step?—A. None at all. I told Mr. Kerr the conversation I had about Lewis with Oliver; I told Kerr what Oliver had said.

Q. What did you say to Kerr?—A. I don't think it was anything of importance. Kerr asked me to go to Grey. I could not go. He said there were a number of men in Lauder's behalf in Grey, and no one on Dickey's behalf. He asked me if I would go, and spoke about other people going up. In that way I mentioned the name of Lewis.

Q. What did you suggest?—A. I told Kerr what Oliver had said: that Oliver had told me that Lewis had told him that Lewis had wanted to go up, and that Oliver was to see Lewis when he went to Ingersoll.

Q. Where did you see Kerr?—A. I think it was at his office, but I don't remember.

Q. Did you suggest that there should be anything done to find Lewis?—A. No.

Q. Did you mention Lewis's name to anybody else?—A. I don't remember.

Q. Did you see Nixon?—A. I have not seen him for months.

Q. Did you hear the name of O'Donohoe mentioned?—A. No.

Q. Have you mentioned this matter to Mr. Blake?—A. I had no conversation with Mr. Blake on the subject, before or after.

Q. You never mentioned the name of Lewis to Mr. Blake on the subject?—A. No.

Q. Did Mr. Blake mention anything to you?—A. No.

Q. You never talked to Mr. Blake on the Grey election?—A. I don't remember: probably I may have; I can't say I did not; it is very probable I did.

Q. Did not Mr. Blake go to Grey?—A. Yes.

Q. Did you talk to Mr. Blake after he came back?—A. I cannot remember any occasion on which I talked to Mr. Blake on the subject. It is highly probable I did; it is almost certain I did after his return.

Q. Was he telling you of the prospects there?—A. If he talked at all about the matter, he talked of that.

Q. Did he tell you he was in Proton?—A. I can't say; but I think he told me how it occurred that he and Mr. Wood and a third party left the county together.

Q. Any thing else?—A. He told me probably of localities he visited, but I can't recall the matter; I think he mentioned being at Mount Forest.

Q. What other place did he mention as being in?—A. Mount Forest is the only one I can remember.

Q. Did he mention Proton?—A. I don't remember that he did.

Q. Did he say anything about Dickey's speech? A. I don't remember.

Q. Did he tell you about anything else?—A. He told me that the meetings were very ill arranged; that the committee had mismanaged matters in sending him to small places.

Q. Did he say anything about his journey through the new townships?—A. I don't think it.

Q. Did he tell you of the hardships he underwent, and of being upset a few times?—A. No.

Mr. H. S. McDonald—There have been several upsets in Grey (a laugh).

Q. By Mr. Lauder—Did he tell you of the rough usage he received?—A. No.

Q. He told you nothing of the way he was used?—A. No.

Q. He did not seem to tell you much?—A. That is not my fault.

By Mr. H. S. McDonald.

Q. Are you previously acquainted with Lewis?—A. Yes, I met him at the election in Bruce in March last.

Q. Was he valuing lands at that time?—A. Yes, for the late Government.

Q. For the Government of John Sandfield Macdonald?—A. Yes.

Q. Had you any conversation with him then?—A. Yes; he stopped at the same hotel in Walkerton. He was most anxious in giving me suggestions in reference to Mr. Blake's election. He was enthusiastic about Mr. Blake's election.

Q. He was anxious for Mr. Blake to be elected?—A. Oh! yes.

Q. Did you remonstrate with him upon the impropriety of a Government employee taking such an interest in the election?—A. No; I did not.

Q. Did you know he had any communication with Mr. Blake?—A. No.

Q. And at the very time this man was engaged in the employment of the late Government, he was also engaged giving such assistance as he could, on behalf of Mr. Blake's election?—A. Yes, to me; he used to give me the benefit of his suggestions.

Q. Was he a good politician?—A. I don't know that his assistance was very valuable.

By Mr. Pardee:

Q. Did you receive any intimation or request, either directly or indirectly, from Mr. Blake or Mr. McKellar, or any other member of the Government, that you should procure Lewis to go up to Grey and canvass?—A. No, not the slightest.

Mr Lauder:

Q. You are a warm political friend of Mr. Blake?—A. Certainly.

Mr. Lauder—You are a brother-in-law of the late member for Prescott, Mr. Boyd?—A. Yes.

The Committee then adjourned at 11.10. A.M., to meet again at the call of the Chairman.

WEDNESDAY, Feb. 21.

The Committee met at 9.30, A.M. Present:

MR. RYKERT, *Chairman.*

Messrs. Boulter,
Galbraith,
Messrs. Prince and
Pardee.

Mr. Dwight, Superintendent of the Montreal Telegraph Company, was re-called: examined by Mr. Lauder.

Q. You were subpœnaed to bring telegrams sent from and received at the Toronto office in this matter. Have you brought them with you?—A. I have not.

Q. What reason have you for not producing them?—A. I beg respectfully to decline to give any information whatever as to the matters called for in the subpœna.

Q. What are your reasons?—A. I do not not know that I am obliged to explain my reasons.

Q. We must know why you decline to produce these telegrams?—A. I think the Committee understand from what I said the other day, the reasons, without my going into any lengthy explanations.

Mr. Prince—If I understand it rightly, the witness declines to give the information, and he takes the cousequences whatever they may be, that is all.

The Chairman said he thought the question put by Mr. Lauder was a proper one.

Witness then proceeded—As I said here the other day, the law provides for a fine or imprisonment, or both, to be inflicted upon any official who shall develop the contents of any telegram, or give any information of the business passing over the lines. This is the ground upon which I decline to give any information.

The Chairman—The law to which you refer has only reference to communicating the contents of messages to persons other than courts of investigation. You are not permitted in a court of law, nor in a committee of enquiry appointed by the legislature, to screen yourself under that law.—A. I am advised that I can.

Mr. Lauder—Have you been advised by counsel to disclose no information?—A. Yes.

Q. Have you been advised that the Committee has not the same power as a court of law?—A. I have no lengthy opinion in regard to it; merely a general opinion on the matter.

Q. I asked you to produce all telegrams sent from Toronto to Durham and Mount Forest about the South Grey election, between the 9th day of December, 1871, and the 18th February, 1872. Do you decline to produce any of these telegrams?—A. I do.

Q. I also asked you to produce all telegrams about the election, received in Toronto from Durham and Mount Forest, between the 16th December, 1871, and the 1st February, 1872. Do you decline to produce them?—A. I do.

Q. I also asked you to produce any telegrams sent to J. K. Kerr from Toronto to Hamilton and from Hamilton to Toronto between the 20th December and the 1st of February last. Do you decline to produce them?—A. I do.

Q. Do you decline to produce your register book to show whether there were such telegrams?—A. I do.

Q. I asked you further to produce the original telegram sent from Toronto to Ingersoll or from Hamilton to Ingersoll, to Adam Oliver or P. J. Brown, and all telegrams sent from Ingersoll to Toronto by Mr. Oliver or Mr. Brown, between the first of December and the first of February last. Have you searched for such telegrams?—A. I commenced the search.

Q. Have you ceased to search?—A. Yes.

Q. By the advice of counsel?—A. Yes.

Q. You say you decline to produce your register book or any original telegram?—A. My refusal covers everything in the subpœna.

Q. Upon whose advice are you acting?—A. I decline to answer.

Q. Have you communicated with the chief officer of the Company in the matter? A. Our President was here and I mentioned the matter to him. He thought I was quite justified in refusing to give any information, and that it would be very improper to do so.

Q. If you got the consent of the receiver and senders of these telegrams you would produce them, nor have you any objection to producing your register book, that we may know who sent and received the telegrams, and can be able to ask their consent?—A. I do object.

Q. Have you had any conversation with Mr. Kerr since you were here last?—A. No; I never saw the man to my knowledge.

Q. Have you a standing counsel in the city?—A. I can hardly say that we have or have not. We had till quite recently a gentlemen who in consequence of other arrangements we discontinued, and since that we have no regular solicitor.

Q. Who is he?—A. I do not think I am obliged to give the particulars of our business here.

Q. Your Company are unwilling to assist this enquiry?—A. We are quite willing as far as we can do so properly, but we do not wish to expose the business of the community to this Committee.

The Chairman—We do not want to know the contents of the messages; we only want to know if there are messages?—A. I have no more right to tell you who sent messages and to whom he sent them, than I have to tell what he sent.

Mr. Prince said they were only taking up time unnecessarily. Mr. Dwight refused to give the information asked of him, and now it was for the Committee to decide what action they would take.

Mr. *Johnson*, Assistant Commissioner of Crown Lands, called: examined by Mr. Lauder.

C. Do you know Lewis?—A. I do.

Q. When was he appointed valuator of lands under your department? - A. He was first appointed to value lands in the County of Bruce; afterwards he was sent up to Grey with Mr. Thorburn. That was last summer.

Q. How long was he up there with Mr. Thorburn?—Witness said he could answer by referring to his books, and retired to get them.

James Wright called: examined by Mr. Lauder.

Q. Where do you live?—A. On the 17th lot of the 6th concession of Proton.

Q. Were you living in Proton during the last election?—A. Yes, and for a number of years past.

Q. You are a Reformer in politics?—A. I have always been on that side.

Q. Do you know a man named John W. Lewis?—A. The first time I saw him was about the 8th of December at the Proton show.

Q. What was he doing there?—A. He was going to value lands.

Q. Did you see him during the last election?—A. Yes.

Q. Tell us what took place and what attracted your attention to this man?—A. The night before the election my son and daughter were in a sleigh; they met Mr. Lewis; he stopped his cutter and said "I am the man that valued Proton." He asked my son what was the name of his father. He then said, "Is your father going to vote at this election?" My boy said "Yes." Then Lewis said. "I am the man that valued Proton, but could not get the late Government to accept the value, but if your father votes on the right side at this election he will get the reduction; if he does not he won't, and I will mark down satisfied." He meant that I was to vote for the Government nominee—Dickey. He told my boy he would see me next day at the meeting of the electors. I went early next morning to the election; I got there about nine o'clock. There was a cry got up, "Hurrah for Dickey." This surprised me very much, for the man who got it up said the morning before that he was going to vote for Lauder. His name was Donald Bell. He said to me: "If you had been at the meeting last night you would have changed your opinion." I said I would not. The poll was beginning, the returning officer asked me to be constable. I said no, for I was going to vote. He said that would not harm my vote. A man named Hazard asked me if I was going to vote, and that he would vote for Lauder. He voted, and I voted after him. About a quarter of an hour after that, Lewis came, and began to speak. He had a pencil in one hand and a whip in the other. He said that he had tried to get the last Government to accept his valuation, but they would not; but he had now got a guarantee that it would be accepted. He asked me how I voted. I said for Lauder. He said I would never get the reduction on my land. I said to him: "What authority have you for saying that?" He said he had Blake's authority; I am positive of that. I said to him: "I don't believe that Mr. Blake gave you any authority. Lauder was put out last year for bribery, and if that is, not bribery I don't know what is." I told Lewis that I believed he was an infernal scoundrel, and that I did not believe that Mr. Blake was such a man as to give him any such promise, for Mr. Blake was a gentleman. Lewis said, "Never mind, you won't get the value of your land" Lewis then went away, and I saw no more of him.

Question by Mr. Lauder—You say you are a Reformer?—A. I expect to be, and I think we should have greater reform than we have.

Q How did the people in your neighbourhood vote in March last?—A. They voted altogether.

Q. For whom chiefly?—A. For you, and only eight or nine for the opposition candidate.

Q. Up to the time that Lewis came did you notice any change?—A. I give my oath that if Lewis had not been there, over twenty in my ward would have voted for you.

Q. Did you see a great deal of feeling at the election on account of the interference of Lewis?—A. I did.

Q. Did you think that Lewis had the sanction of any member of the Government?—A. I never thought he had.

Q. Did you not think from what he said that he had?—A. I told him when he said so that he was telling a manifest lie, and I think it was well for him to get away from the poll the time he did, for it would have been a foolish thing for two old men to get into loggerheads.

Q. Did he not mention the name of Mr. McKellar?—A. No, he never did. He mentioned the name of Mr. Blake, but I told him he was a liar.

Q. Do you know Rev. Mr. Morrison?—A. Yes.

Q. Do you know Thomas Rogers, Abbott, McArdle, McDowell?—A. Yes.

Mr. *Johnson*, Deputy Commissioner of Crown Lands re-called.

Examined by Mr. Lauder.

Q. What time was Lewis sent to Grey?—A. I have his affidavit on the subject. It was drawn when settling with him, the witness here read the affidavit of Lewis. It stated that he had been employed in the Crown Lands Department last summer in company with Mr. Thornburn, from the 18th of July to the 23rd of October. 96 days.

Q. Does he say when he left?—A. The date is the 25th of October, he closed his inspection on the 23rd of October.

Q. Was he again employed?—A. We next sent him in connection with Mr. Thorburn, to inspect lands in Norfolk, Wentworth and Stoughton, the instructions were issued on the 8th of November.

Q. When did he cease?—A. The affidavit made by Lewis says, "that he was appointed in connection with Mr. Thorburn, that he commenced on the 13th of November; on the 27th of December, he says in his affidavit that he was employed forty-one days, with the exception of three days on which he was absent.

Q. When was he finally discharged ?—A. A circular letter was written to all those that had not completed their inspections on the 5th of January, to return their books and send in their returns.

Q, Was that sent to Lewis ?—A. Yes, and to Thorburn also.

Q. Up to the 5th of January, then he was one of the valuators ?—A. He was not working till then, but the books of the Department were in his possession till the 5th of January.

Q. When did he finally return his books ? —A. The affidavit is dated 25th of January, but he was two or three days here before that.

Q. What books do you mean now ?—A. I mean the books of Norfolk, Durham and Northumberland.

Q. Anything to do with Grey ?--A. Nothing to do with Grey then, he had returned the books for Grey.

Q. He returned his books, when he closed his October valuation ?—A. Yes, the book was never out of the office from the time he made his final return. His affidavit was taken on the 25th of October, in it he swears that he commenced in Grey on the 18th of July, and closed on the 23rd of October, and on the 25th he returned the books.

Q. When you sent out these valuators did you give them more than the one book each ? --A. Only the one book at that time, but afterwards we gave them a paper covered book for each County, but there was more for Grey. Lewis had none of the small books with him at that valuation, it was subsequent to that that these small books were sent out.

Q. Where is this book kept ?—A. It is pretty generally kept in Mr. Tarbutt's office.

Q. Then this book was not under your control ?—A. All the books were under my control, but not in my room, they were in Mr. Tarbutt's room.

Q. Did you see this book during last December ?—A. Every day or two I had to refer to it. I know it was not out of the Department. Lewis told me had a book of his own in which he made the first entries, and then when he came to his lodgings he entered them in the book of the Department.

The Chairman--Did he return the original books to the Department ?—A. No, he kept it, and returned the book of the Department.

The Chairman -Did you ever see that book ?—A. Not to my knowledge, Mr. Lauder.

Q. Have you ever had any conversation with Lewis about politics in Grey ?—A. Nothing till after he came down with the returns. I told him he had made a pretty mess up there.

Q. Did anybody else ask you any questions about this man, inquiring where he was ? —A. I do not think any body ever did, some persons may possibly have asked me something about him, but I cannot remember, certainly no member of the Government did.

Q. Do you not recollect a young man coming into your office, and asking you where Lewis was ?—A. I have no distinct recollection of such a thing.

Q. Did you know where he was ?—A. No, I know he ought to be inspecting lands in Norfork or Durham. I did not know where a letter would find him, but I addressed the circular to him at St. Catharines.

Q. Did any member of the Government speak to you about Lewis after the election and up to the time you discharged him ?—A. I am positive no member of the Government did ; but I think Mr. Mackenzie asked me several days after the discharge whether these people were still valuing lands. I said I had sent a circular letter to each one a few days before that.

Q. When did you write the first letter to Lewis after the election ? (Letter produced.)

Q. Is that the only communication you had with Lewis after the election ?—A That is all.

Q. Was he in the employment of the Government up to the date of that letter ? —A. It seems he had finished his work on the 27th of December ; but in one sense he was in the employment of the Government, because he had not made his return, but he was only paid up to the 27th December.

Q. Have you the letter you gave him when you sent him to Stoughton ? (Letter of instructions, produced dated 8th November.)--A. I received a communication from Mr. Thorburn after writing him this letter of the 5th January, but none from Mr. Lewis.

Q. Was Thorburn in company with Lewis ?—A. I understood from Thorburn that they had divided the work, Lewis taking one County, and he another.

Q. Did you see him when he was in Toronto ?—A. I did not see him when he was reported to have been in Toronto.

Q. Have you any other letters to Lewis ?—A. There was a letter of instruction when he was inspecting lands in Proton, but it was merely instructing him to do certain lands that were omitted.

No questions were asked by the Committee of this witness.

J. K. Kerr recalled.

Examined by Mr. Lauder.

Q, You are Mr. Blake's brother-in-law as well as partner ?—A. I am.

Q, You told us that you gave your consent to the production of the telegram to Mr. Oliver ?—A. Yes.

Q. When did you send that telegram ? —A. I think it was on the 23rd of December.

Q. At what time of day ?—A. I really cannot recollect, it would be immediately on the receipt of Mr. Dickey's letter.

Q. Where did you write it ?—That I cannot recollect, either, but I fancy at my own desk in the office.

Q. Did you go expressly with it to the telegraph office ? A. I don't think I did, for I rarely do take messages to the office ; I think I sent it.

Q. With whom did you send it ?—A. I suppose most likely my message boy, his name is George N. Hogarth. I think it was him, but I have not the slightest idea.

Q. Who were present in the office when you wrote it ?—A. I do not think there was anyone in my room.

Q. Did you talk with any parties in the office before you wrote it ?—A. I have no recollection of having spoken to anyone before I wrote it.

Q. Did you show it to anybody ?—A. I am certain I did not.

Q. Did you speak to anybody about Lewis ? I have no recollection of having spoken to any person about Lewis, but I might have spoken to Mr. Wells, because he had previously informed me of the conversatien he had with Mr. Oliver in the smoking-room.

Q. Did you write the telegram yourself ?—A. I wrote it out, I am sure, with my own hand

Q. Have you got your cheque-book ?—A. Yes.

Q. Will you shew us what money you paid out in the interest of Dickey ?—A. I don't know that it is a matter of any consequence ; I am quite willing to show the cheque book, I can show it to the Chairman of the Committee.

Q. Were you the agent for Mr. Blake during the canvass in Bruce ?—A. I was there, and Mr. Wells was there. I attended meetings and took an active part for eight or ten days.

Q. Are you a member of what is called the Reform Association ?—A. I have attended its meetings, and I believe I am.

Q. Who is Secretary of the Association ?—A. I think it is Mr. Edgar.

Q. Had you any instructions from the Association to find Lewis ?—A. No, with reference to the Grey election I took no instructions from anybody. I was a great friend of Mr. Dickey's, and acted by myself. I took a special interest in it in trying to defeat you.

Q. On personal grounds ?—No, on political.

Q. Why defeat me ?—A. To elect Dickey.

Q. Your office has a particular liking for me ? -A. I am not aware of any particular affection.

Q. Have you seen Mr. Dwight recently ?—A. I have not spoken to him for two years.

Q. Have you any objections to any telegrams sent to Grey, or received from Grey, by any member of your Association being produced ? A. I can only speak for myself.

By Mr. Prince :

Q. Will you consent to the production of any telegram sent to, or received from Grey ?—A. I have no objection to any telegram I sent to Grey, or received from Grey, being produced before the members of the Committee. I object to their being used by Mr. Lauder until the Committee say they have reference to the case.

By Mr. Lauder :

Q. What do you say as to the telegrams from Mr. Blake ?—A. I know of no telegram to or from Mr. Blake. I don't know of any letter or telegram to Mr. Blake, of course he can speak for himself.

Q. Do you know who is the counsel for the Montreal Telegraph Company?—A. I do not.

By the Chairman:

Q. Did you send any telegrams to Lewis to meet you at Hamilton?—A. No, I was surprised to see him at the Hamilton station, I had no idea of his being there.

By Mr. Lauder:

Q. How did you meet him?—A. I was introduced by some person, I cannot say who. I met a great many people and I have tried to recall who introduced me, but cannot.

By the Chairman:

Q. Did you make any appointment with Lewis in Toronto?—A. No.

Q. Where did you give him the money?—A. I think it was in Yonge Street.

Q. What did he say to you?—A. He said he was going to start next morning, and would not have time to get a cheque.

Q. Did he say anything about seeing McKellar?—A. Not a word, I did not see Lewis in Toronto five minutes.

By Mr. Lauder:

Q. Did he tell you what he was going to do in Grey?—That was not the way to Grey?—A. I understood he was going by the morning train on the Narrow Gauge Railway.

Q. Did he express a wish to see anybody else in Toronto?—A. No.

Q. What was he going to Grey for?—A. To canvass.

Q. What particular fitness did you know he had?—A. I knew of no particular fitness.

Q. You gave him the $25 for nothing; did you?—A. I gave them for his expenses.

Q. Will you not tell why you sent Lewis?—A. I understood you had a large number of friends there, canvassing through the riding; and that the only difficulty would be to get the people to understand what your position was; I thought if we got the people to understand that it would be different with you.

Q. Where was Lewis to go to?—A. I understood he was going to Proton and Melancthon.

Q. What was he to go there for?—A. To canvass.

Q. Did you not know when you saw Lewis in Toronto, and gave him the $25, that he had been valuing lands?—A. I may have been told; but I would not say positively.

Q. Did you know that what qualified him to go to Proton and Melancthon was that he had been valuing lands?—A I really don t know; there have been so many things said about Lewis and Proton since, that I cannot tell.

Q. Had you known what you know now, would you have sent him?—A. That is a matter of judgment.

Q. Do you mean to say you would have sent him?—A. If it is true that he misrepresented, I should be very careful about sending him.

John Tarbutt, of the Crown Lands Department, examined by Mr. Lauder.

Q. Did you see Lewis have any other books than this? (Shewing the witness the book in which the valuations were entered.)—A. No.

Q. When did this book come into your custody?—A. Some time in October; the book was mostly in my room.

Q. What were you doing with it?—A. To look at it in cases of application about lots.

Q. You said Lewis had several books.—A. I did not say he had.

Q. The Deputy Commissioner said he had; do you remember anybody coming to you and asking you about Lewis?—A. I can't recall to mind.

Q. Where did you see Lewis after the Grey election?—A. I don't think I saw him ill the question came up in the House about it.

Q. Has any body spoken to you about the matter?—A. Nobody in particular. The Commissioner called on me, asked me how these notices were circulated, and who got them.

Q. Did he ask you anything about Lewis?—A. No.

Q. Were you asked anything about the books?—A. No.

Q. Did Mr. Johnson ask you anything about the books?—This book has been some time in my possession, and some time in Mr. Johnson's.

The telegram sent to Mr. Oliver by Mr. Kerr was here produced by Mr. Dwight, and handed to Mr. Kerr.

Mr. Lauder to Mr. Kerr:

Q. Is this in your handwriting?—A. It is not my handwriting. I drew out the draft of it.

Q. Whose handwriting is it?—A. I am not certain. It is the writing of either George W. Hogarth or W. A. McDonald, clerks in my office.

Mr. Lauder to Mr. Dwight—If Mr. Kerr consents to the production of any telegrams sent or received by him, will you produce them?

Mr. Dwight—Do I understand that Mr. Kerr requests me to do so?

Mr. Kerr—I have no objection to any telegrams I have sent or received being shown to the members of the Committee.

Mr. Dwight—I prefer that both sender and receiver should authorize the production of them.

Mr. Kerr said of course there was a large number of telegrams sent on his own private business: he was willing that they should all be examined by the Committee, so that they might see which related to this inquiry.

Mr. Lauder—I wish to ask Mr. McKeller if he consents to the production of all telegrams sent or received by him.

Hon. Mr. McKellar—I am quite willing to consent that all the telegrams I sent to any body should be placed in the hands of the Chairman.

Mr. *Tarbutt* recalled.

Q. Mr. Prince—Do I understand from you, that according to the best of your knowledge and belief, that book (Lewis' valuation book) was never out of the office at all?—A. Most certainly.

Mr. Lauder—But you say Mr. Johnson never asked you about the book before he wrote that letter?—A Mr. Johnson never asked me anything about the book.

The Chairman—Q. Have you seen Mr. Lewis have another book with him?—A. No.

Mr. Kerr re-examined.

By Mr. Lauder—Q. Do you refuse to produce your cheque book to shew what you paid out for the Grey Election?—A. I am prepared to shew it to the Committee.

Cheque book produced.

Q. I want you to state what amount you paid towards the Grey Election.—A. On the 15th of December (reading from the cheque book) $40. to F. H. Chrysler, on the 25th of December to Lewis $25. It was paid in cash and replaced by cheque. On the 3rd of January, to Thos. Nixon, $2.25; on the 22nd of December, to Mr. Kleist from Carrick, $35. through Mr. Wells. That is all.

Q. Do you know of any other items?—A. No.

Q. With whom did you advise when you made these payments?—A. With no person. I got Mr. Wells to forward to Mr. Kleist; I knew Kleist in Carrick; he was a good canvasser and speaker among the Germans.

Q. With whom in Toronto were you in the habit of conferring about the Grey Election? Have you any committee?—No.

Q. Except the Reform Association?—A. I never conferred with them about it.

Q. Had Dickey any committee in the city?—A. I don't think he had.

Q. Do you know of anybody else contributing money in the city to Dickey's election. —A. I do not.

Q. Was the money you paid out all replaced?—A. Yes; Mr. Dickey asked me what expenses I had been to, and repaid me.

Q. Who is Chrysler that you paid money to?—A. He is a law student in Mr. Edgar's office in town.

Q. Mr. Edgar is Secretary of the Reform Association?—A. Yes; he and Mr Spreull are joint secretaries. I invited Mr. Edgar to go up himself, but he could not.

Q. Is Chrysler a German?—A. No.

Q. Do you know of any monies sent to Mount Forest from Toronto?—A No.

Q. Did you ever send any other money to Grey, except what you mention?—A. I did not.

Q. Do you know if anybody else did?—A. I do not.

Q. Did you communicate with Dickey's firm during his absence?—A. I did not.

Q. Never spoke to his partner ?—A. I spoke to him no doubt, but never communicated with him with reference to the election,

Q. Did you write yourself all the other telegrams you sent ?—A. I have no doubt that the originals of the telegrams I sent were written by myself and copied.

Q. Where are the originals ?—A. I think, probably, in the office.

Q. Do you always keep the originals of telegrams ?—A. I very often do. I always do of business telegrams, but not always of personal telegrams.

By the Chairman—In sending Lewis to Proton, I suppose you thought he could turn the electors, having valued the land for them ?—A. I did not think about it at all.

Q. You knew he had been in Proton valuing lands for the Government ?—A. I cannot say I did know that; I have an idea I did, but I cannot say I did. I was simply asked to send him, and I sent him.

Mr. Lauder called the attention of the Committee to the necessity of recommending or doing something with a view to having the witnesses before the Committee sworn. The evidence taken with regard to the proceedings in Toronto was not on oath, and he had only been enabled by the greatest pressure to get the facts he had obtained. It seemed to him that this enquiry was not going to be so complete as it would otherwise be, if the witnesses were not put on oath. Mr. Oliver had stated that he had received no telegram from anybody, but this had been contradicted by Mr. Dwight. Mr. Kerr had stated that he wrote a certain telegram, but on its production he said he did not write it, but that he wrote the original and gave it to one of his clerks to copy.

The Chairman—I am satisfied we have not the power to examine witnesses on oath, but the bill now before the House might be so amended as to give that power.

Mr. Lauder suggested that the Chairman might ask the Legislature for the necessary power.

Mr. Kerr said that he never understood that Mr. Lauder was speaking of his having written the original telegram, but he thought he was referring to the one in the custody of the Company. He was as positive now as he was before that the original telegram was in the possession of the Company.

Mr. Lauder asked the Chairman to report to the House to-day that the Superintendent of the Montreal Telegraph Company positively refused, by the advice of counsel, to give any further information, and to ask instructions from the House.

Mr. Pardee said that the Committee had no power to examine witnesses on oath; and all this talk of Mr. Lauder's was pure buncombe, for Mr. Lauder knew the Committee had no such authority. Mr. Lauder had only made the suggestion for the purpose of casting a slur upon Mr. Kerr, whose standing was far superior to his own.

Mr. Prince said he would move that the Chairman report the effect of Mr. Dwight's refusal, and to ask the House for further directions.

Mr. Lauder quoted from "May" to shew that the House had power to elicit evidence when it was refused.

The Chairman said he would report to the House that Mr. Dwight had refused to produce certain papers.

Peter J. Brown called:

Examined by Mr. Lauder.

Q. Where do you live ?—A. At Ingersoll.

Q. Do you remember Mr. Oliver and you being in company on the 23rd December last at Ingersoll, when a telegram was received from Toronto ?—A. I got the telegram, but I did not see Oliver till the afternoon.

Q To whom was it addressed ?—A. To Mr. Oliver.

Q. Did you open it ?—A. I did, by his instructions. He gave the operator at Ingersoll instructions to give me all telegrams about elections addressed to him. This was at the election in March last, and the same regulation has continued ever since. I have received and answered, I suppose, fifty telegrams which he never saw or heard of, and signed his name to them.

Q. How did the operator know that this telegram was on political matters ?—A. I don't know. It was handed to me at my office.

Q. You are Oliver's political agent then ?—A. I am a political friend of his.

Q. Then the operator must have known that this telegram was on political matters ?—A. The message boy told me he had been at Oliver's house, but he was not at home, and so he brought it to me. It has been in my possession ever since, until Saturday last when I mailed it to Oliver here.

Q. Did you see Oliver the day you got the telegram ?—A. I seen him about six o'clock

Q. What did he say ?—A. He said that, considering the conversation Lewis had had with him, we ought to send for him.

Q. When you got this telegram, did you know who Lewis was ?—A. I did.

Q. How did you know ?—A. I have known him for some time.

Q. The telegram says he was wanted in Proton. did you know where Proton was ? A. I knew it was in South Grey, I think Lewis told me he had been there.

Q. Did you answer the telegram ?—A. I did not.

Q. Did anybody ?—A. Mr. Oliver said he would not answer it, and I did not.

Q. Before you telegraphed had you any talk about Lewis. who he was and what he was to go up to South Grey for ?—A. We had a little talk previously with Lewis himself Lewis said that you were circulating all sorts of lies. and he was very anxious to go himself and contradict them. He said he had promised the people of Proton that he would come there and attend to you at your re-election.

Q. You and Oliver sent that letter to Lewis ?—A. We did. that was on Saturday, the 23rd.

Q. When did you next see Lewis ? A. On the Monday afternoon following. He came in on the stage, and came to my house.

Q. How did he come to go to you ?—A. I could not say.

Q. What did you say to him ?—A. We had a chat ; he said he was going up to Grey. He said that Mr. McBride had travelled all night, Saturday or Sunday, and found him below Otterville. He rather pitched into me and wanted to know why Oliver and myself had not sent for him sooner. At the time we saw him before, he particularly requested us to send for him.

Q. What did you say to him ?—A. I don't remember. I said I was very glad he was going up, and I hoped he would succeed in beating you in South Grey.

Q.. You knew he was a Government land valuator ?—A. I did. If it had not been for that, he would have gone up in South Grey two weeks before that.

Q. You knew the Government had resigned then ?—A. I did.

Q. And yet you allowed him to go ?—A. Yes.

Q. Which way did Lewis say he was going ?—A. He said he was going to South Grey.

Q. Which way did he go ?—A. By the Great Western at 5 o'clock.

Q. Did he say anything to you about money ?—A. He said he was hard up, and I gave him $10 which he owes me yet.

Q. Did he think that enough ?—A. I could not say.

Q. He came in answer to your telegram ?—A. Yes.

Q. Where did you telegraph him to go ?—A. I did not telegraph him to go anywhere.

Q. Did you tell him to go and see Mr. Kerr ?—A. I did not ; nor Mr. McKellar. Mr. Blake or anybody else.

Q. Did you show him the telegram you got from Toronto ?—I did not.

Q. Did you tell him about it ?—A. I did. I told him a telegram had been received from Mr. Kerr asking him to go to South Grey.

Q. Did he know who Mr. Kerr was ?—A. I could not say. I suppose he did. He mentioned Mr. Wells to me. and I think Mr. Kerr's name before in connection with the election in Bruce.

Q. Did you hear him say anything about going to St. Catharines ? Mr. Oliver states that Lewis told him that he had to go to St. Catherines to see his family ?—A. He did not say anything to me about that.

Q. Where did he tell you he was going ?—A. To South Grey. He said it would take him to Wednesday to get there and the polling was to take place on Friday. which would only give him a day or so up there.

Q. Did you go to the train with him ?—A. I did.

Q. You are Chairman of the Reform Committee ?—A. I was at the last election.
(The telegram received by Mr. Brown from Mr. Kerr was handed in and filed.)

Mr. *A. McDonald* called—examined by Mr. Lauder.

The telegram sent by Mr. Kerr to Mr. Oliver was shown to him and he was asked by Mr. Lauder if that was in his writing ?—A. No, it is not my writing ; it is the writing of George Hogarth.

Q. Did you see that telegram ?—I must have seen it for I enter all the telegrams in the office book

Q. Did you enter this one ?—A. I don't know about that one particularly, we do not copy the telegrams but merely the dates and the parties to whom they are sent, we sometimes pay them and sometimes don't.

Q. Was this paid ?—A. It is marked paid.

Q. Have you the telegraph book of the office ?—A. There are several.

Q. I mean the book in which this was entered ?—A. Yes.

Mr. Lauder asked that this entry book be produced for the next meeting of the Committee.

George N. Hogarth called—examined by Mr. Lauder.

Q. Did you write this telegram ? (Telegram sent by Mr. Kerr to Mr. Oliver)—A. Yes.

Q. Who told you to write it ?—A. Mr Kerr.

Q. What did you copy it from ?—A. From his telegraph book.

Q How did you come to copy it ?—A. He gave it to me.

Q. Do you remember that telegram particularly ?—A. No, I do not.

Q. You do not remember taking it to the telegraph office ?—A. No.

Q. When you take messages like that do you pay them if they are marked paid ?—A. Yes, when they are marked paid I pay them.

Q. When do you get the money ?—A. From who ever is the petty cash clerk.

Q. Where do you enter it when you get it ?—A. He would enter it in his cash-book.

Q. Who was the petty cash clerk then ?—A. I cannot say.

Q. Don't you know who was the petty cash boy for some time back ?—A. I think Mr. Macdonald was.

The Committee then adjourned to meet to-morrow morning at 9.30 a. m.

THURSDAY, February 22.

The Committee met at half past-nine o'clock this morning.

There were present :

Mr. RYKERT, *Chairman*,

Mr. Prince, Mr. Galbraith,

McDonald, one of the clerks employed by the firm of Blake, Kerr and Bethune, was in attendance with the book in which the despatch and reception of telegrams are entered.

The Chairman laid on the table a number of telegrams relating to the South Grey Election, which he had received from Mr. Dwight, the Superintendent of the Montreal Telegraph Company.

Mr. Lauder to McDonald—

Q. Have you any entry on the book relating to a telegram sent on the 23rd December ?—A. On the 23rd of December there was a telegram sent to Adam Oliver—33 cents paid.

Chairman —Are there any other names besides Oliver's, you want to know ?

Mr. Lauder—I want to know if there are any telegrams to Lewis or to Dr. Gunn ?—A. McDonald—I can find none.

Q. Look under the date of 22nd December to Mr. Dickey ?

The following telegrams were handed to the Committee :

22ND DECEMBER.

A. Dickey, care of Findlay McRae, Durham.

Telegraph to-night where Nixon is to commence on Tuesday evening.

J. K. KERR.

24 cents.

Dated 21st Dec.

Another telegram was handed in ; it was as follows :

To A. Dickey :

Nixon and another will go up on Tuesday morning. Make arrangements for this week, and write me to-day. They will remain till the 3rd or 4th of January.

45 cents. J. K. KERR.

Mr. Lauder to witness : Q. How was this money charged ; I mean the money for these telegrams ?—A. It was charged in the petty cash blotter of the firm of Blake, Kerr & Bethune, and it is usual to charge each partner with private matters but cannot say that these were so charged.

Another telegram dated 21st March, prepaid 35 cents to A. Dickey, signed by J. K. Kerr.

(above)

Another from J. K. Kerr to A. Dickey, dated 24th, prepaid 25 cents.

(above)

Mr. Lauder handed in a number of other telegrams sent and received by J. K. Kerr, and Hon. Mr. McKellar from the 22nd December up to the polling day. (above)

Mr. McDonald (witness) said the telegrams sent by Mr. Kerr were charged to his private account and not to the firm.

Mr. Lauder suggested that the Committee recommend to the House, the propriety of giving the Committee power to examine witnesses under oath.

The Committee then adjourned to meet at 9 o'clock Saturday morning.

SATURDAY, Feb. 24th, 1872.

The Committee met at half-past nine o'clock this morning.

There were present :

Mr. RYKERT, *Chairman.*

Mr. H. S. Macdonald,	Dr. Boulter,
Mr. Prince,	Mr. Farewell.

(The latter gentleman appearing in the stead of Mr. Pardee, who was granted leave of absence on account of illness.)

Mr. Farewell stated that he had no information that his name was to be substituted for Mr. Pardee until the proposition was made in the House. Had he known of the proposition beforehand he would have objected to it.

He knew nothing of the evidence that had been adduced, and he requested that it might be given to him for perusal.

The Chairman, speaking for the Committee, assured Mr. Farewell that his request could be granted.

Mr. Lauder, addressing the Committee, said that it would be necessary to take some action in the case of Mr. Dwight. He (Mr. Lauder) wanted to show that evidence bearing on this investigation was to be had from Mr. Dwight : that gentleman had refused to obey the subpœna, and it was necessary that the Committee should take steps to have him do so.

Chairman—Can you point out a remedy ?

Mr. Lauder—It is for the Committee to say.

Mr. Prince—What is wanted from Mr. Dwight beyond the copies of the telegrams he has furnished ?

Mr. Lauder said he had had a subpœna served on Mr. Dwight desiring him to furnish all the telegrams sent from the Toronto office to Durham and Mount Forest, to Gilbert McKechnie and Dr. Gunn and Mr. Dickey, between the 19th December, 1871 and the 16th of January, 1872, together with all telegrams received at the Toronto office from these persons during the same interval. Mr. Dwight had refused to obey the subpœna.

Mr. Prince—Did not Mr. Dwight produce telegrams?

Mr. Lauder—He only shewed what telegrams he had received from Mr. Kerr, with Mr. Kerr's consent. It has appeared that Mr. McKechnie or Gunn and Mr. Dickey were in active communication with Mr. Kerr, and it is most important to get these telegrams. The Committee was misled by the evidence of Mr. Oliver, but having Mr. Dwight here we made an important discovery, connecting Mr Kerr and Mr. Oliver with that transaction. The Committee will therefore see the importance of having Mr. Dwight produce these telegrams.

Dr Boulter—I understand we have not the power to compel a witness to give evidence. The House has not that power and therefore we cannot have it, and the only plan is to make a report to the House of the fact, and ask for further legislation.

Chairman—We have reported already. Before proceeding with the investigation at all I endeavoured to inform myself of our powers. After searching into the matter with as much care as I could, I came to the conclusion that the Committee had no power whatever to force the production of evidence. I assented to the recommendation made to the House a few days ago, but I am still persuaded that the House has no power to compel the production of these documents. It seems to me a mere mockery to go through the ceremony of making a recommendation to the House again. I hope the Leader of the Government will consider the propriety of having some legislation to this end.

Mr. H S. McDonald—As Mr. Lauder is in possession of the names of the parties from whom these telegrams came, perhaps we might get the consent of the parties to their production.

The Chairman read the following letter, which had been addressed to him:

FEB. 22.

J. C. RYKERT, Esq., M.P.P.
Chairman of the Proton Committee,
Toronto.

DEAR SIR,—In the report of the proceedings of the Proton Committee, published in one of this morning's newspapers. I am reported to have said, "I spoke to the President of the Council on the subject, and he said it would be decidedly improper" &c &c., this report, as you are probably aware, is not correct. I did not say that I had spoken to the President of the Council on the subject, but that I had spoken to the President of our Company.

I beg to say that I never asked or received any advice or opinion from the President of the Council, as to the producing of telegrams or giving of evidence before the Committee.

Yours truly,
H. P. DWIGHT,

COPIES OF TELEGRAMS,

Produced by H. P. Dwight.

20TH DECEMBER, 1871.

N. Dickey, Esq.
Care of Findlay McRae
Durham.

Sandfield resigned yesterday, Blake forming a Ministry to day.

Paid 25. J. K. KERR.

N. Dickey, Esq
Care of Findlay McRae,
Durham.

Nixon and another will go Tuesday and remain over election. Write or telegraph his engagements - Scott, of Ottawa, Crown Lands; McKenzie, Treasurer: Gow, Secretary, and Currie, Speaker.

Paid 27. pd 42s J. K. KERR

21ST DEC., 1871.

N. Dickey, Esq.
Care of Findlay McRae
Durham.

Nixon and another will go up on Thursday morning; make arrangements for their work and write me to-day. They will remain until the third or fourth of January.

Paid 43. J. K. KERR.

DEC. 21st, 1871.

N. Dickey, Esq.,
Durham.

Blake, President of Council, without portfolio or salary; Crooks, Attorney-General, McKenzie, Secretary; McKellar, Public Works; two offices not filled yet.

Paid 21, pd. 36. J. K. KERR.

DEC. 21st, 1871.

N. Dickey, Esq.,
Care of Findlay McRae,
Durham.

Sandfield opposed motion of new Government for issue of Writs and was defeated. Vote fifty to twelve—Sandfield's support demoralized.

Paid 20, pd. 34. J. K. KERR.

N. Dickey, Esq., 22nd DEC., 1871.
Care of Findlay McRae,
Durham.

Telegraph to-night where Nixon is to commence on Tuesday evening.

10 pd. 25. J. K. KERR.

TORONTO, DEC. 18, 1871.

James Gunn,
Durham.

Make arrangements for Stirton to commence on Thursday,—nothing new since Friday night.

13 pd. 28. A. MCKELLAR.

TORONTO, DEC. 19, 1871.

James Gunn,
Durham.

Ministry defeated last night, forty-four to twenty-five, resign to-day.

11 pd. 26. A. MCKELLAR.

TORONTO, DEC. 20, 1871.

By Telegraph from Durham.
To J. K. Kerr.

Bodwell and Chrysler here, sure of success, with more help, answer.

N. DICKEY.

TORONTO, DEC. 22, 1871.

By Telegraph from Durham.
To J. K. Kerr.

Cannot Nixon and another man come up earlier? Answer.

N. DICKEY.

TORONTO, DEC. 22, 1871.

By Telegraph from Durham.
To Hon. A. McKellar.

Is it possible for you to come and help us next week? Answer.

13 pd. 28. F. MCRAE.

TORONTO, DEC. 22, 1871.

By Telegraph from Durham.
To J. K. Kerr.

Meetings for Nixon Tuesday evening at 6 p.m., at the new tavern, Toronto and Sydenham Road; Horning's Mills on Wednesday, at eleven a.m., and at Dundalk at six, all in Melancthon.

32 pd. 47. G. MCKECHNIE.

TORONTO, DEC. 23, 1871.

By Telegraph from Durham.

To J. K. Kerr.

After Wednesday night meeting, Nixon best go to Flesherton to meet Mr. Nichol by ten o'clock. Thursday morning.

18 pd. 33. G. MCKECHNIE.

TORONTO, DEC. 27, 1871.

By Telegraph from Durham.

To J. K. Kerr, Esq.

I sent telegram to John O'Donohoe, barrister, wanting him here on polling day; try and get him to come.

Repeated. G. MCKECHNIE.

TORONTO, DEC. 27, 1871.

By Telegraph from Durham.

To J. K. Kerr, Esq.

Colonel Smith seconded Lauder's nomination; was he disqualified by Mowat's report? If so, what effect on election?

Repeated. G. MCKECHNIE.

TORONTO, DEC. 27, 1871.

F. McRae, Durham.

So busy, utterly impossible at present to promise.

8 coll. 25. A. MCKELLAR.

TORONTO, DEC. 29, 1871.

Findlay McRae, Durham.

Send state of poll as far as heard from.

9 pd. 25. A. MCKELLAR.

Mr. Lauder said that if this inquiry were to be nothing but a mere sham, the Committee ought to have the power to examine Lewis upon oath. He would insist that the Act, which had now passed its third reading, should receive the assent of the Lieutenant-Governor, so that the oath might be administered to Lewis. The charges had come out of the mouth of Lewis, and had been circulated by him; and that he had made these statements there was no doubt. He would again say to the Committee that the only way they could reach the full truth would be by having the testimony of Mr. Dwight.

Mr. Farewell suggested that the parties named by Mr. Lauder, who lived in Grey, and who, he said, had received and sent certain telegrams, should be summoned before the Committee.

The suggestion was not accepted.

Mr. Lauder said there was not the slightest use in examining Lewis, unless he was sworn; then he might be punished if he swore falsely. The letter that Lewis had written to the *Globe* was a tissue of falsehoods.

Mr. Prince—Are we to have the other witnesses examined on oath also?

Mr. H. S. McDonald—From all the facts we have heard, it would be a perfect farce to examine Lewis except under oath.

Mr. Galbraith (to the Chairman)—You might call Lewis and ask him if he is willing to be sworn.

Chairman—I have no power to do so.

Mr. Prince—It would, indeed, be an extraordinary thing to ask Parliament to pass this Bill to examine one man.

Mr. Lauder—The letter Lewis wrote to the *Globe* is a tissue of falsehoods from beginning to end.

Chairman—I asked the Government yesterday about the Bill, but got no intimation that it would be passed. I then thought we had better wait until the Bill passes, and then re-examine Lewis on oath.

Hon. *A. McKellar* called:

A question arose as to who should examine Mr. McKellar, and it was finally agreed that he should be first requested to make his own statement.

Mr. McKellar—I have only to repeat what I stated in the House, that the only interview I had with Lewis in reference to this matter was at the American Hotel, as recorded in his letter which I read to the House.

The Chairman—We have no right to take cognizance of what took place in the House, and therefore we would like you to make a full statement with reference to the matter.

Mr. McKellar continued—I was boarding at the American Hotel, and came home late one evening about twelve or one o'clock. The clerk told me that a gentleman had just retired who was very anxious to see me. I asked him who he was, and he said he was Lewis. I said he could see me in the morning. He said Lewis was going away by the early train, and had appeared anxious to see me. He said he had just retired, and I said I would go up and see what he wanted. I did so. He had just gone to bed, and he told me he was going to Proton the following morning, and he wished to know what the policy of the new Administration was in reference to the Proton and other Government Lands. I told him the policy of the Government was just what it had been when we were on the other side of the House. It was the intention of the Government, as to the lands revalued, to make reductions when it was necessary to do so. That was about all the conversation that took place between us. I don't think I was five minutes in his room. I gave him no instructions, and had no correspondence with him by letter or telegraph, or in any other way. In the morning, about six o'clock, Mr. Nixon rapped at my door, and came in. He told me he was going to Proton, and called to see if I had any documents that might be useful in canvassing the township. I told him I had no documents whatever about me, and he left me; that is about the substance of what I have to say. I agve no instructions to any person going up to Grey.

By Mr. H. S. McDonald:—

Q. When did you first become acquainted with Lewis?—A. I cannot recollect; I think, perhaps, three or four years ago, in Chatham.

Q. Had you seen him between that time and the time you saw him at the American Hotel?—A. I think I had.

Q. Had you at any time any communication with him, either directly or indirectly, in reference to the South Grey Election before that interview at the American Hotel?—A. No.

A. Had his name been mentioned to you, or in your hearing, as a person who would be well qualified to go up into Grey?—A. I don't recollect anything of the sort.

Q. Do you recollect on any occasion being in the smoking room when Mr. Oliver recommended his being sent?—A. No, I do not.

Q. So that so far as election matters were concerned, the first communication of any kind either directly or indirectly, you had with Lewis was when you were told he had been inquiring for you at the American Hotel?—A. Yes.

Q. You were shown to his room on that occasion, and found that he was still awake?—A. Yes.

Q. By whom was the conversation commenced?—A. I do not recollect; I apprehend that I told him that I understood he wished to see me, and I had called to see what he wanted of me. Very likely that is the way it commenced. I don't remember precisely.

Q. He then informed you he was on his way to Grey?—A. Yes.

Q. And wished to know what course your Government intended to take in regard to the Proton lands?—A. Yes.

Q. Had you any conversation with him in regard to the election itself?—A. No.

Q. Name any of the candidates?—A. No; I don't think so.

Q. So that as a matter of fact he did not even tell you for what purpose he was going up?—A. I, don't recollect that he did.

Q. So that so far as your knowledge went he might have been going to work for either Lauder or Dickey?—A. Well, he might only for his antecedents.

Q. Did you know that Mr. Lewis had been in the employment of the late Government as a valuator in Proton?—A. I had heard so.

Q. You were up in South Grey yourself?—A. I was.

Q. Did you hear of Lewis at all when you were up there?—A. I don't recollect that I did, I was not in Proton.

Q. You had no subsequent interview with him after the one at the Hotel?—A. No.

Q. When Nixon came in the morning did you mention Lewis' name to him?—A. I think I did.

Q. What did you say to Nixon about him?—A. I think I told him that probably Lewis had papers if he wanted any, I had none.

Q. You told him Lewis was going up?—A. Yes.

Q. Still nothing had been said as to what he was going to Proton for?—A. Yes.

Q. Did you tell Nixon to go with Lewis?—A. No.

Q. Did you have any communications with Nixon as to who he was going to support?—A. He told me he was going up to support Dickey.

Q. Had you any knowledge previous to the time of your seeing Lewis in that room, that he was going up to Grey?—A. No, I had not. I neither heard that he was sent for or proposed to be sent for.

Mr. Lauder asked if the following statement in his (Lewis') letter, received by Mr. McKellar in the House, was correct:—

"The only Member of the Administration I saw previous to going was Mr. McKellar. I went to see him because I saw by the papers that he had recently been in the County, and I was anxious not only to get an accurate information from the seat of war, but to know what were his views as to the Proton settlers. I asked him whether they were not, in his opinion, deserving of the consideration of the Government. He replied that their condition was far worse than he had any idea of—that his Government would certainly carry out the policy of the late Government as to the arrears due to the Department. He made no pledge to me as to my valuations, nor did I ask it. I desired to be in a position to state to the people that the present Government would not repudiate the policy of the late Government; but would, on the contrary, carry it out; to tell them, in fact, that such was the policy of the Members of the present Government, when in Opposition, and was so still. Such was the whole substance of my interview with Mr. McKellar and other than that I had no interview or communication with him or any other Member of the Government by letter, by telegraph, or otherwise, directly or indirectly."—A. So far as that relates to me it is substantially correct.

By the Chairman:

Q. Did you know Lewis had come from Houghton centre that day?—A. No.

Q. You knew as a matter of fact that he was going up to canvass for Dickey?—A. I do not recollect that he told me so; of course my impression was that he was going up to canvass for Dickey; no doubt of that.

Q. Was anything said about books?—A. No.

Q. Did you see Mr. Kerr that day?—A. I think not; I may have seen him, but I had no conversation with him.

John W. Lewis here entered the room and presented himself before the Committee.

The Chairman informed him that the Committee would hear any statement that he wished to make.

John W. Lewis then said I never made any statement that I had any correspondence with any Member of the Government, except Mr McKellar, a few moments before I left Toronto; I never had any communication, directly or indirectly, with any other Member of the Government; they never asked me to go to Proton; no person telegraphed or communicated with me except Mr. Oliver, and we had been speaking about Grey; he was the only Member of Parliament I had any conversation with about Grey; I never stated anything further except that conversation.

Q, By Dr. Boulter—Who asked you to go to Grey?—A. Nobody.

Q. How did you get the information about Grey?—A. They telegraphed me; I was coming home at that time.

Q. From whom did you get the telegram?—A. From Mr. Oliver.

Q. Who offered to pay your expenses?—A. No one; I went on my own hook.

Q. Where did you meet Mr. Kerr?—A. At Hamilton.

Q. Did he give you any money to pay your expenses?—A. Twenty-five dollars, at my request; he did not offer me any.

Q. Had you anything from anybody else before that?—A. Yes.

Q. How much?—A. Ten dollars.

Q. From whom?—A. From Mr. Brown.

Q. Had you a cheque you wanted to get cashed?—A. Yes.

Q. Who gave you the cheque?—A. Mr. Kerr.

Q. Had you a cheque before that?—A. No; I had not.

Q. When you asked Mr. Kerr for money, what did he say?—A. I told him I had ten dollars; I did not tell him I had a cheque.

Q. Had you a cheque?—A. Mr. Kerr gave me a cheque for twenty-five dollars; I told him I had not enough money to go, and pay my expenses; when I met him in the street a few days after, I said I would pay him; he said Mr. Dickey had settled.

Q. Why did you come to Mr. McKellar?—A. Because I heard he had been in Grey.

By Mr. H. S. McDonald—Q. Where you in South Grey last autumn?—A. I was there in August, September and October.

By Mr. Lauder—Q. When were you first employed by the late Government?—A. A year ago last November.

Q. To whom did you make application to be appointed as valuator?—A. Mr. Calvin spoke about me.

Q. To whom did you apply?—A. To Stephen Richards.

Q. Did you base your claims on living in his riding?—A. No.

Q. Were you acquainted with him during the election?—A. No.

Q. How did you come to apply?—A. He and Calvin were acquainted, and I went on Calvin's advice.

Q. At a salary of how much?—A. They were to give me six dollars per day; I was to pay my own expenses.

Q. Did you give any references?—A. Yes.

Q. What did you say to Mr. Richards?—A. I asked him if there were going to be any appointments; he said he thought that there was; I spoke to him about it and gave references.

Q. Did you tell him you were a friend of the Government?—A. No; he never asked me.

Q. What references did you give him?—A. Mr. Calvin, Mr. Street, Colonel McGiverin and Mr. Rykert.

Q. At that time were you opposed to the Government?—A. I never was a friend to the Government.

Q. Did you tell him so?—A. I never told him the contrary.

Q. Were you opposed to the Government?—A. I never was in favour of coalition Governments.

Q. Were you a friend of Mr. Richards?—A. I always took him to be a Reformer.

Q. Were you Mr. Richards' political friend?—A. I never told him I was friend or enemy.

Q. Are you an enemy?—A. No, sir.

Q. Then you were indifferent?—A. Yes.

Q. Where did you first begin to work?—A. At Perth, then at Bruce.

Q. What amount of money did you get for your work at Perth?—A. I think my bill was for twenty one days.

Q. How much have you drawn altogether?—A. I paid out two-thirds of what I drew.

Q. When did you go to Grey?—A. Thorburn and I were sent to Perth before going to Grey.

Q. You were a second time in Perth; now, when did you go to Grey?—A. I was in Perth and Grey altogether for about two or three months.

Q. Did you ever see Mr. Richards after he appointed you?—A. After I came back from Perth.

Q. Did you ever express dissatisfaction to Mr. Richards?—A. Not that I am aware of.

Q. When did you go to Grey?—A. I think it was in August.

Q. How long were you there?—A. About two months.

Q. You became acquainted with the people?—A. A number of them.

Q. You travelled a good deal?—A. Yes.

Q. You went through the different concessions?—A. All of them.

Q. You took down the names of the people?—A. All on the lands.

Q. You inspected the lands and took down their value?—A. Yes.

Q. Did you get some of the people to direct you to the different concessions?—A. Two or three times.

Q. You had Rogers with you?—A. I had.

Q. You saw McArdle; is he a respectable man?—A. I don't know.

Q. He is Clerk of the Township?—A. He was.

Q. McArdle and you went through the township a great deal?—A. No.

Q. You went with McDowell a good deal?—A. No.

Q. You hired Charley McDowell for two or three days?—A. He was only one day with me; he showed me through the Concessions from the first line to the twelfth.

Q. Charley McDowell lives in Melancthon?—A. I think so.

Q. When did you complete your valuation?—A. About November.

Q. Where did you go next under the direction of the Government?—A. I went into two or three counties; I was in Nelson, Nassagaweya and Esquesing valuing lands.

Q. All this time under pay?—A. Yes.

Q. Six dollars a day?—A. Yes, except the lost time, when they repudiated $6, and paid me $5 a day.

Q. Where did you live when you were in Houghton?—A. I stopped at a good many places.

Q. Do you not know the names of the parties with whom you boarded?—A. I boarded with one Mr. Jackson; I don't know his first name; that was at Houghton Centre; I stopped with a good many over night; Jackson keeps a tavern; that was where I stopped most frequently; I would work at the lands during the day, and come back to the tavern at night.

Q. Where were you when you got the telegram from Oliver?—A. I was at one Mr. Tufford's.

Q. Where does he live?—A. He lives somewhere near Middleton Centre. I don't know what township he is in. He is a relattve of Mrs. Lewis, and I stopped with him over night. He lives in Norfolk County.

Q. Who brought the telegram to you?—A. I forget his name; he is the son of a doctor then living with one Willcock. He took me out of the place.

Q. What did he say when he delivered the telegram to you?—A. Nothing.

Q. What did you do when you read it?—A. I hired him to take me back that night as far as he went.

Q. What time was that?—A. It was Sunday evening.

Q. Had you finished your work?—A. I had on the Saturday previous, and got another man from the Middleton Centre to drive me out.

Q. What did you intend to do on the Monday?—A. Go home.

Q. You got this telegram and employed a man to drive you?—A. I had to employ a man to drive me to where the stage met me.

Q. Where did you go from that?—A. I went to the plank road and took the stage for Ingersoll.

Q. Where do you live?—A. At St. Catharines.

Q. Where were you going when you took the stage?—A. To Ingersoll and thence to St. Catharines.

Q. What next?—I got some money and then did not go home. If I had not got the money, I would have had to go home.

Q. Did you meet Oliver?—A. Yes, I met him, and he wanted to know if I would go to Grey. I told him I thought I would.

Q. Did you ask him for money?—A. No, he did not say anything about money.

Q. What else?—A. He said he had received a letter that you were kicking up old Harry there, and deceiving the people, and wanted somebody to go up there, and said I had better go.

Q. Did he know you had been up there?—A. Yes, I told him. He didn't know till I told him.

Q. Did he tell you that?—A. Yes; he was quite surprised.

Q. When was that?—A. That was in November, when I was going to Houghton.

Q. You told him you had been valuing lands in Proton and Melancthon?—A. Yes.

Q. Did you tell Oliver where you were going?—A. Yes.

Q. What else did he say to you there?—A. It appeared to me that he said he had a talk with you about my being up in Grey. I don't recollect whether he said that while we were coming up on the cars together, or after we got to Ingersoll.

Q. Then he knew as early as November that you had been in Preston valuing lands?—A. I think I told him then.

Q Did he tell you when you came back about having sent a telegram to McBride and Freeman?—A. I don't think that Oliver spoke to me about the telegram.

Q. Did he tell you to see Brown?—A. I don't recollect that he did.

Q. How did you come to go to Brown?—A. Because Brown wanted me to go to work at 200 acres of land beyond Ingersoll.

Q. Did Oliver say anything to you about going anywhere?—A. Yes, he wanted to know if I was going to Grey.

Q. Did he give you any instructions?—A. No.

Q. Oliver says he told you to go to Brown?—A. He might have done so.

Q. Did you go to see Brown?—A. I did.

Q. What did you say to him?—A. I told him I would be up in about a fortnight to see his land. We then spoke about going to Grey.

Q. Did you say anything to Oliver when you saw him in November about going up to Grey?—A. I think I mentioned something about the Grey election.

Q. I was not unseated then; there could be no election then. Was that in November?—A. Yes, some time in November we spoke about the election. I don't recollect what was said.

Q. Did you say anything about your going to Grey?—A. I don't know that I did then; I might.

Q. You went to Brown's office and you told him you were going to Grey?—A. I told him I was going home. I would have to get some money before I could go to Grey, and he said he would lend me $10.

Q. Does your family live at St. Catharines?—A. Yes.

Q. How long had you been away from them?—A. About four months.

Q. Did you tell Brown that $10 was enough?—A. I told him I thought it would stand me. I could get more if I needed it.

Q. Where?—A. Oh, any where.

Q. You told him you could easily get more?—A. Yes. I could have borrowed it in Grey.

Q. Did you pay the $10 back?—A. No.

Q. Don't intend to?—A. Yes, I do any time he wants it.

Q. Then you started for the train when you got $10?—A. Yes, on Monday evening. I got to Toronto about 9 o'clock.

Q. Where did you buy your ticket for?—A. For Hamilton.

Q. Instead of buying your ticket for St. Catharines you bought it for Hamilton?

Chairman (to Lewis)—You must answer the question directly, you are now here to be examined. You are here as in a court and you are to give your answer directly.

Lewis—I bought my ticket for Hamilton.

Question by Mr. Lauder—Why did you not buy it for St. Catharines?—A. Because I wanted to go to Grey.

Q. You did not intend to go to Grey until you got the ten dollars?—A. I did not say that, I intended to go to St. Catharines

Q. You bought your ticket for Hamilton?—A. I think I did.

Q. Did you buy your ticket for Hamilton?—A. I came to Hamilton.

Chairman—You can answer the question directly, it is a plain simple question?—A. I paid to Hamilton.

Question by Mr. Lauder—Did you buy your ticket to Hamilton?—A. I think so.

Q. You bought your ticket at Ingersoll to Hamilton?—A. I don't know if I bought the ticket at Ingersoll or on the train.

Mr. Lauder—I never witnessed such disgraceful contradiction. (To witness.) D buy your ticket at Hamilton Station?—A. I paid fare.

Q. Did you buy your ticket at Ingersoll?—A. I don't know. I paid fare to Toronto.

Q. Did you buy a ticket at Ingersoll Station that day?—A. I don't know.

Q. Did you pay any money at Ingersoll Station that day ?—A. I think I paid money on the train.

Q. To whom ?—A. To the conductor.

Q. What is his name ?—A. I don't recollect.

Q What train was it, leaving at what time ?—A. I don't recollect what time it was.

Q. Was it a mail train ?—A. I don't know whether or not.

Q. What day was this ?—A. Monday the 25th of December.

Q. You paid your fare on the train to St. Catharines ?—A. I paid my fare through to Toronto.

Q. You paid your fare to the conductor after leaving Ingersoll ?—A. I think I did, I paid the conductor on that train through to Toronto for he stopped at Hamilton.

Q. How far did you pay the conductor on that train ?—A. If I paid him I only paid him to Hamilton.

Q. Did you pay him ?—A. I think I paid the conductor, sometimes I pay on the train, sometimes I get a ticket.

Q. Did you pay the conductor that time ?—A. I don't recollect.

Chairman--Do you not travel free ?—A. I pay my fare every time, I either bought a ticket that time or paid the conductor.

Q Did you pay the conductor to Toronto ?—A. You cannot pay.

Mr. H. S. McDonald—I protest against our time being wasted in this manner. If the question is asked did you pay your way to Hamilton, you can say yes or no.

Question by Mr. Lauder—Did you buy a ticket at Ingersoll or pay on the cars ?—A. I cannot say which.

Q. You told us first you bought your ticket at the station, then that you paid on the cars, which is true ?—A. I don't know whether I bought a ticket at Ingersoll or paid the conductor.

Q. Did you pay anything that day ?—A. I either bought a ticket or paid the conductor.

Q. Where did you pay to ?—A. I came to Toronto.

Q. Where did you pay to ?—A. I think I paid first to Hamilton, then to Toronto.

Q. How far did you pay your fare ?—A. If I paid on the train, I could only pay to Hamilton.

Q. Did you pay to Hamilton ?—A. I think I did.

Q. You arrived at Hamilton ?—A. I did.

Q. Whom did you meet there you knew ?—A. A great many parties.

Q. Name them ?—A. The station master and all the officers.

Q. Did you meet any Toronto people ?—A. I met parties from Toronto.

Q. Whom did you meet from Toronto ?—A. I met Mr. Kerr.

Q. Anybody else besides Mr. Kerr ?—A. I think I did.

Q. You knew Mr. Kerr ?—A. I met him once before.

Q. Where did you meet him when you got to Hamilton ?—A. I think he was getting on the train.

Q. When you got to Hamilton where did you go when you got off the train ?—A. I went to two or three of the offices, I waited a short time

Q. How long did you wait ?—A. Fifteen or twenty minutes, I was waiting for the train from Hamilton to Toronto.

Q. From the time you got off at Hamilton until the time you started, did you see Mr. Kerr ?—A I saw him about the time the Toronto train was ready to leave.

Q. From the time the Ingersoll train came in until the Toronto train started did you see Mr Kerr ?—A. I don't think I met him until the time the train got ready to start.

Q. Who was with Mr. Kerr ?—A. I don't recollect any one.

Q. Did you speak to him first or did he speak to you ?—A. I spoke to Mr. Kerr, I think, on the step of the car, or on the car.

Q. What did you say to him ?—A. I told him I was going up to Grey.

Q. What did he say ?—A. I don't know that he made any particular answer.

Q. Did he say anything ?—A. I told him that I wanted some money. He said he would give me a cheque for some money.

Q. When you first met him, saluted him, he made no answer, then you said to him "I want some money. I am going to Grey"?—A. No. I met him we had some few words I told him I was going to Grey: I met him unexpectedly: I said I was lacking funds, and wanted money to go up with.

Q. What did he say to this?—A. He gave me a cheque.

Q. On the train?—A. No.

Q. Did you tell him you had got ten dollars from Brown at Ingersoll?—A. No, that was my own business.

Q. When you told him you were going to Grey and had no money, he told you he would give you a cheque, when did he say he would do this?—A. He said that night for I wanted to get away early in the morning.

Q. He told you he would give you a cheque when he got to Toronto?—A. He said he would give me some money.

Q. Did you tell him of having any money in your pocket at Hamilton?—A. I told him I had an order for some money but could not use it.

Q. Did you borrow the money from Mr. Kerr?—A. Yes.

Q. Have you returned it?—A. No, he told me Mr. Dickey had paid it.

Q. What did Mr. Kerr say about the money on the train?—A. There was no other conversation.

Q. You told us you started from Houghton to go to South Grey?—A. No.

Q. You stated you started to go to St. Catharines, that you came to Ingersoll; that you changed your mind after you got the ten dollars. Now why did you come to Toronto?—A. I wanted to go to Grey.

R. Is that the nearest road?—A. It is the best road; I never went by any other way.

Q. You think you can go from Ingersoll to Grey by way of Toronto better than by way of Guelph?—A. No, but I was going home when I left Ingersoll.

Q. But you changed your mind after you got the ten dollars?—A. Yes.

Q. And you came down to Toronto to go to Grey?—A. Yes.

Q. Do you not know it is nearer to go to Mount Forest?—A. I could go quicker by coming to Toronto and taking the early train.

Q. Did you not expect to get any money but ten dollars when you left Ingersoll?—A. No; except I borrowed it.

Q. Did you see anybody else on the train from Hamilton to Toronto that you knew?—A. I knew the Doctor.

Q. Anybody else?—A. I do not recollect, there might have been.

Q. Did you talk with anybody else except with Mr. Kerr?—A. I read the papers all the time.

Q. In the same car with Mr. Kerr?—A. I saw Mr. Kerr go into the large car and then went into another car.

Q. Did he give you the cheque at that time?—A. No.

Q. When did you next see him?—A. When we arrived in Toronto, at the station.

Q. What did he say to you?—A. He said he would give me that cheque.

Q. Where did he give it to you?—A. At the American Hotel.

Q. When you came to the station where did you leave him?—A. I left him at the station.

Q. When the train came in you left him at the station?—A. I forget whether it was at the station he came up to me, I don't know wheteer I saw him at the station.

Q. When did you next see him?—A. I saw him at the American Hotel. I had told him I would be there.

Q. Where had you told him that?—A. I think on the cars

Q. What time did he give you the cheque?—A. Soon after the arrival of the train about 9 o'clock, I think.

Q. Was it on the way from the station to the hotel that he gave you the cheque?—A. No.

Q. How long after the train came in was it?—A. A very few minutes.

Q. Was it half an hour?—A. No! I don't think that much.

Q. What kind of a cheque was it?—A. For $25.

Q. Who signed it?—A. I don't know, that I know; I endorsed it and handed it to Mr. Walker and he gave me the money for it, I don't know that I ever looked at the cheque.

Q. What time did you get it cashed ?—A. Between 9 and 10 o'clock.

Q. Did you ask for anybody at the Hotel ?—A. Yes.

Q. Whom did you ask for ?—A. Mr. Walker and I were talking and I told them I was very glad that some of the leading men had been up to Grey. He told me Mr. McKellar was there, and I asked to see him. I did not know that he was there till Mr. Walker told me.

Q. Did you ask Mr. Walker if Mr. McKellar was there ?—A. No ! I said I would like to see Mr. McKellar and he said he was stopping there ; then I said I would like to see him to see what impression had been made on his mind by being up among the poor people of South Grey.

Q. When did you have this conversation with Walker ?—A. It was after I got the cheque cashed.

Q. You did not ask anybody about McKellar till you got the cheque ?—A. No ; I had not been there long till I got the cheque.

Q Was it when he was giving you the money that you asked him about McKellar ?—A. No ; some time afterwards.

Q. Did you go out of the hotel ?—A. Yes, we went up to Mr. McNabb's, the Police Magistrate ; that was after I got the cheque.

Q. After you got the money ?—A. I don't know whether I had got the money or not.

Q. Who went to Mr. McNabb's with you ?—A. Mr. Walker, the landlord.

Q. What did you go there for ?—A. I went to see if Mr. McKellar was there, McNab lives on Carlton Street.

Q. What did you do there ?—A. Mr. Walker knocked at the door ; nobody came and he said he thought there was nobody at home ; he went to his private residence and I went back to the hotel.

Q. What did you want to see McKellar for ?—A. I wanted to see how he liked the looks of the people up in Grey, and what he thought of their condition.

Q. Who went back with you to the hotel ?—A. Nobody.

Q. Did you see anybody on the way back ?—A. No.

Q. What did you do when you went back to the hotel ?—A. I took some papers and went up to my rooms ; that was between 11 and 12 o'clock.

Q. You had not seen Mr. McKellar up to this time ?—A. I had not.

Q. Did you go anywhere else except to McNabb's ?—A. I did not.

Q. What did you say to the book keeper when you went to bed about McKellar ?—A. I told him I would like to see McKellar, and I told him I was going away on the early train.

Q. Then you went to bed : did you go to sleep ?—A. No ; I took a paper and lay down to read it.

Q. How long had you been there before there was a knock at your door ?—A. Not very long.

Q. What did you do when you heard the knock ?—A. I reached out and pulled the bolt, and I think Mr. Wright came in with Mr. McKellar ; Mr. Wright is clerk in the office.

Q. Who spoke first ?—A. I don't recollect. I think Wright said McKellar is here, and then he went away.

Q. Did he shut the door ?—A. I don't know.

Q. Did you tell McKellar you were going to Grey in the morning ?—A. Yes.

Q. Had you any satchel with you ?—A. I had a valise.

Q. Was it in the room ?—A. No ; I guess not that evening.

Q What had you in it ?—A. Some clothes and books.

Q. Had you any book up in the room with you ?—A. I don't think I had ; I left my valise, I think in the office.

Q. What books had you in it ?—A. I had a large blotter that I had for taking memorandums while valuing. Then I had a Government book with me.

Q. Did you tell McKellar you had been in Houghton ?—A. I don't know whether I did or not.

Q. Did he know you had been valuing lands ?—A. I don't know that I told him.

Q. Do you think he knew you had been valuing lands ?—A. He may have known it

Q. You told him you were going up in the morning to Grey ?—A. Yes.

Q. Did he tell you he had seen Mr. Nixon ?—A. I don't think he mentioned Nixon, he was only in the room a minute or so.

Q. Did he say anything to you about what you were to say and do up there?—A. No.

Q. You did not ask him what you were to say or do?—A. No.

Q. Did you ask him anything at all about the lands?—A. I don't think I said anything about the lands.

Q. You knew McKellar before?—A. I did.

Q. You did not tell him you had the books in your satchel?—A. I am sure I did not.

Q. Did you say anything to him about having been up there in the summer?—A. I think I gave him to understand I had been there; I think I knew he had been there, because I asked him about the people.

Q. You thought he knew you had been up there valuing lands?—A. Yes.

Q. What made you think he knew it?—A. Because I told him: I told him the people were in a poor condition.

Q. He never mentioned Nixon?—A. I don't know if he did.

Q. Did he give you any papers?—A. No.

Q. Did you ask him for papers?—A. No.

Q. Did he say that Nixon had any papers?—A. No.

Q. Did he tell you that Nixon had any information about the lands?—A. No; Mr. McKellar was not with me two minutes.

Q. What did you want to see him for?—A. To find out what he thought of the condition of the people of Grey.

Q. You were only two minutes talking with him?—A. Yes.

Q. Did he tell you to start early in the morning?—A. No; I told him I was going early in the morning. He told me I would have a very rough time.

Q. Did he give you any money?—A. No.

Q. Did he offer you any?—A. No.

Q. Did you tell him that you were a warm friend of his?—A. No.

Q. You told Mr. McKellar you would go up on the early train?—A. I told him I was going up next morning for Dickey.

Q. Did you go?—A. I did.

Q. Did you see a man named Nixon?—A. When?

Q. Next morning?—A. No.

Q. Do you know Thomas Nixon, of Toronto?—A. I met him in Grey.

Q. Did you open out your satchel in the morning at the American Hotel?—A. No.

Q. Did you take out anything?—A. Not that I am aware of.

Q. You took it away just as it was?—A. Yes.

Q. With all that was in it?—A. Yes.

Q. You went by the Northern Railway to Collingwood?—A. Yes.

Q. Where next?—A. Then I hired a cutter and went to Osprey, then to Maxwell, then to Dundalk.

Q. You told us you had books belonging to the Government in your satchel?—A. I have the books with me now.

(Lewis here produced what he called the Houghton book. He explained that the valuations were first noted down in this book, and then transferred to another book in the Crown Lands Department.)

Examination of Lewis continued by Mr. H. S. McDonald:

Q. This is the only book you have with you?—A. Yes.

Q. The first intimation you had of being wanted at Grey was a telegram you received from Mr. Oliver?—A. Yes.

Q. You stated that you came down to Ingersoll and placed yourself in communication with Mr. Brown?—A. Yes.

Q. How long have you known Mr. Brown?—A. Five or six years.

Q. You told Brown that you wanted to go to St. Catharines, and he lent you ten dollars?—A. Yes.

Q. Have you repaid it?—A. No.

Q. You then left Ingersoll some time in the afternoon or evening, on a passenger train for Hamilton?—A. Yes.

Q. You then took a ticket to Hamilton?—A. Yes.

Q. When you got to Hamilton, seeing that you had got money from Brown, you decided to go to Toronto ?—A. Yes.

Q. On arriving at Hamilton you had to wait before the train started for Toronto ?—A. Yes.

Q. During that time you conversed with a good many persons ?—A. Yes.

Q. Had you any conversation with any other person besides Mr. Kerr, in reference to the South Grey Election ?—A. I don't think so.

Q. Did you inform anybody besides him that you were going ?—A. I don't recollect.

Q. You made no secret of the fact you were going to South Grey ?—A. I don't think it.

Q. When had you last met Mr. Kerr ?—A. Not since last March, until I met him at the station in Hamilton.

Q. Where did you see Mr. Kerr in March ?—A. I think it was in Grey ; he was speaking to Mr. Wells.

Q. What part of Grey ?—A. I am not sure.

Q. Was it in Proton or Melancthon ?—A. No ; I did not mean Grey, I meant Bruce.

Q. Was that the first occasion on which you had seen Mr. Kerr ?—I never had any business with him before that.

Q. Had you any conversation with him in March last about Mr. Lauder ?—A. No.

Q. About Grey ?—A. No.

Q. What was it about ?—A. I don't recollect.

Q. Who introduced you at Bruce to Mr. Kerr ?—A. I don't recollect, it might have been Mr. Wells. I don't know if I had any formal introduction to him at Bruce.

Q. Had you any conversation in Bruce about any political matters ?—A. No.

Q. You did not see him again from that time until you saw him at Hamilton ?—A. No.

Q. Was it on the platform, or on the steps of the car, you saw him at Hamilton ?—A. I think on the platform.

Q. Who spoke first ?—A. I think it was myself.

Q. You recollected him ? He is a man of striking appearance ?—A. I think he was pointed out to me ; then I recollected him.

Q. Did you tell him where you were going ?—A. No ; I don't recollect that I did. The first thing I asked him was if he had heard anything from the County of Grey.

Q. What was Mr. Kerr's reply ?—A. He said yes, and that it was going to be a pretty warm election.

Q. What next ?—A. I cannot tell any of the conversation : that was about all.

Q. Did you tell him you were going to Grey ?—A. Yes, next morning.

Q. Did he say he heard you were going to Grey ?—A. I don't recollect.

Q. Did he say he wanted you to go to Grey ?—A. He told me, as far as I can recollect, that he and Mr. Oliver had had some communication about Grey.

Q. Did you then tell him about wanting money ?—A. Yes.

Q. Suppose you had not met Mr. Kerr, how would you have got the money ?—A. I would have borrowed the money from the landlord, Mr. Walker.

Q. When you told him you wanted money, what did he say ?—A. He said he would give me a cheque or money in Toronto.

Q. You told him you had an order ?—A. Yes.

Q. Have you repaid him ?—A. The reason I have never repaid him is because Dickey repaid him.

Q. Have you repaid Dickey ?—A. No.

Q. Coming down on the train you had some conversation with Mr. Kerr, had you not ?—A. No, when he took his seat I went into another car.

Q. You had no further communication with him until you reached Toronto ?—A. No.

Q. In Toronto where did you see him ?—A. I told him where I would stop in Toronto when I was leaving Hamilton.

Q. Did you tell him you would stop at the American Hotel ?—Yes, I think so.

Q. Did he mention Mr. Blake's name ?—A. Not that I am aware of.

Q. Or Mr. McKellar's ?—A. Not that I remember. I had no conversation with him about any member of Parliament, except as to what occurred between him and Mr. Oliver. I think he said there had been some communication between him and Mr. Oliver.

Q. Did Mr Kerr in his conversation with you, when you were leaving Hamilton, express any desire that you should go to Grey ?—A. He may have said "I am glad you are going."

Q. He appeared to be in perfect accord with you in wishing to have Lauder defeated ?—A. Yes.

Q. When you reached Toronto you think you saw nothing of him till you got to the American Hotel ?—A. No, I don't think I did.

Q. He came in there and made inquiries for you ?—A. I saw him when he came in."

Q. Who spoke first ?—A. He handed me the cheque and passed on.

Q. Was this before you asked him about McKellar ?—A. This was soon after we arrived, before I made any inquiries about McKellar.

Q. Had you any conversation then with Mr. Kerr ? A. There was no conversation that I recollect he came up and handed me the cheque and walked off. He might have signed the cheque there. I am not sure. He said that is for $25.

Q. Did he produce a cheque-book ?—A. He had a book there in the office.

Q. Having got the cheque you cashed it with Mr. Walker ?—A. Yes.

Q. You endorsed it ?—A. I think I did.

Q. Did Mr. Kerr, when you spoke to him at Hamilton express any surprise at seeing you there ?—A. Yes, he did not know that I was going.

Q. Did he recognize you at once when you spoke to him ?—A. No. I accosted him and I think I had to tell him who I was.

Q. Did he then recollect having seen you in Bruce ?—A. Yes.

Q. Did you and he have any conversation at Hamilton with a third person ?—A. I think not, it was on the platform of the cars or in the cars that we had the conversation.

Q. Had you any previous appointment to meet him there ?—A. No.

Q. Why did you not take the most speedy means to reach Grey ?—A. I think I took the speediest way by going by Toronto.

Q. After you got the $10 you did not need to go to St Catharines ; when you were going from Ingersoll to Hamilton, you were going away from Grey ?—A. Yes.

Q. You could have gone from Ingersoll to Grey by Mount Forest ?—A. Yes, there are two ways.

Q. Would any ordinary traveller wishing to go to Proton go to Hamilton, thence to Toronto and thence to Collingwood, or would he go by Mount Forest ?—A. If I were going again I would go by Mount Forest.

Mr. Galbraith :—

Q. I understand you to distinctly say that you had no communication with Mr. Blake either verbal or otherwise, and that you had received no instructions whatever from him with respect to the settlers in Proton ?—A. No, nothing except the conversation with Mr. McKellar, either directly or indirectly.

By Mr. H. S. McDonald—

Q. Returning to the evidence already taken, Mr. Kerr states in his examination that you were introduced when at Hamilton by some person. Is that a misstatement of Mr. Kerr ?—A. No, there was some party there that said "This is Mr. Kerr."

Q. You told us a few moments ago that you were not introduced to him ?—A. Some person pointed him out, I did not know him till he was pointed out.

Q. Mr. Kerr says "some person introduced him to me," is that wrong ?—A. No, Mr. Kerr is right, my recollection was at fault ; there was some party, I don't know who, that said "This is Mr. Kerr."

Q. Then Mr. Kerr says he gave you the money at the station at Toronto, is that incorrect ?—A. I think he gave me the cheque at the hotel.

Q. Then he says he gave you money ; you say it was a cheque ?—A. Yes.

Q. Then Mr. Kerr says he left you at the station and did not see you afterwards, he is mistaken in that ?—A. I think so, he brought the cheque there.

Q. Then Mr. Kerr says nothing was said about paying this money back, you say it was a loan ?—A. I borrowed it.

Q. Mr. Kerr also says that you asked him for the money just as the train was coming into Toronto, or at the station, you say it was at Hamilton ?—A. I asked him on board the train before I left him.

Q. He must be mistaken then ?—A. Yes.

Q. Did you ask him for money, or did he say he would give it to you ?—A. I asked him.

Q. He says he gave you money, you say it was a cheque ?—A. It was a cheque.

Q. Then he says he saw nothing of you after he left you at the station ?—A. I think he gave it to me at the hotel.

Q. So that in reference to this point either Mr. Kerr or you are mistaken ?—A. Yes

Q. You are certain you met him in Bruce ?—A. Yes, I just saw him.

By the Chairman :

Q. Where is the book you had with you when you were up to Grey, at the time of the elections ?—A. This is it. (Book produced.)

Q. Where is the book you had with you when you were valuing lands ?—A. The Government Book is returned to the Crown Lands Department ; this book was a blotter I had to make the original valuations, and then copied them into the Government Book.

Q. Where is the book in which you marked "satisfied"?—A. There is one mark of that kind in that book.

The Committee then adjourned.

MONDAY, February 26th.

The Committee met at half-past nine this morning.

There were present :

MR. RYKERT, *Chairman.*

Mr. Prince,
Mr. Farewell,
Mr. H. S. McDonald,
Mr. Boulter,
Mr. Galbraith.

John W. Lewis was examined by Mr. Lauder.

Q. You received the telegram from a young man that brought it to you ?—A. Yes

Q. Who was he ?—A. The son of a Doctor.

Q. Do you remember his name ?—A. I think he was the son of Dr. Carder.

Q. Where does he live ?—A. I don't know ; but the young man was stopping with a man named Wilcox.

Q. That was where you were stopping ?—A. Yes.

Q. From whom did the young man say he got the telegram ?—A. He said he got it from Mr. McBride.

Q. Is that the McBride mentioned in the telegram ?—A. I think it was the same.

Q. You read the telegram ?—A. Yes.

Q. Did he give you any other message ?—A. No.

Q. You would not have started only for that telegram ?—A. No

Q. You had no intention of going to Grey till you got that telegram ?—A. I did not know as I would ; I did have the intention, but it was so late, I don't know if I would have gone.

Q. You would not have gone to the election only for that telegram ?—A. It was so late I do not know that I would.

Q. If the late Government had remained in office would you have interfered ?—A. I don't know.

Q. You were in the employment of the late Government then, and at six dollars a day ?—A. Not then.

Q. You would not have gone to the election only for that telegram ?—A. If I had heard of the nomination, I think I would have gone up. I had an idea that the late Government would be turned out. I had nothing particular against the late Government, though I did not agree with them.

Q. Do you know Thomas McGee, of Melancthon, and a man named Slack ?—A. I think I have met a man named Slack.

Q. Do you remember speaking favourably to any of these men about me ?—A. I don't know if I had any particular conversation

Q. McGee said that you said I was the proper person to represent them ; that I had taken an interest in having a Bill passed about the valuation of their lands ?—A. I don't recollect.

Q. McGee is a worthy man, you think ?—A. Yes, I think so.

Q. Did you ever tell the people I had not advocated their interests ?—A. I don't think so.

Q. Did you ever say I deserved credit for having worked to get a Bill passed to re-value their lands ?—A. I don't recollect.

Q. Did you ever speak of the Bill ?—A. Yes, but I don't know if I gave you credit for the Bill.

Q. Did you ever give me discredit ?—A. I don't know that I did.

Q. You were acting under that Bill. Now do you remember talking to me about that Bill once when you were in my office ?—A. Yes, I remember you advocating the Bill.

Q. You were in bed when Mr. McKellar came into your room ?—A. Yes.

Q. Who spoke first ?—A. I don't recollect, I think the Clerk said, "Here is Mr. McKellar."

Q. What was first said ?—A. I think I spoke first to Mr. McKellar, and said I was very glad to see him. That was about the first thing I said : that I had seen by the papers that he had been with other parties, in South Grey. That I wanted to know what impression had been made on him by the condition of the people; and whether the people ought not to be very favourably considered.

Q. What else ?—A. That was about all I said ; he said the present Government would carry out what the late Government promised.

Q. You told us that Mr. Cameron had not acted on your valuations; that it was too low ?—A. I did not know whether or not he had acted on it.

Q. What did you understand by Mr. McKellar's remarks ?—A. To carry out a liberal policy.

Q. What was that ?—A. To carry out what the late Government had commenced.

Q. What was that ?—A. To have the lands re-valued.

Q. What next ?—A. To deal liberally with them.

Q. What did that mean ?—A. I don't know.

Q Did he tell you ?—A. No ; but I understood it was to carry out good faith and have the lands re-valued.

Q. Did you tell Mr. McKellar you had been talking about the valuation with the late Government ?—A. No, we had no conversation on that subject.

Q. Did you not come to me and tell me you had had a conversation with the Commissioner about the valuation ; and that you had complained of the Commissioner's view of it ?—A. No ; I never complained of Mr. Richards.

Q. Do you remember speaking to me of the valuation of Grey ?—No, Sir ; but, when I was going up, I called at your office.

Q. Did you ever speak to me at the Rossin House about the valuation ?—A. No.

Q. Did you speak to me anywhere of the valuation ?—A. I met you on the side walk, and Mr. Thornburn was with me ; and I told you we got through with the valuation.

Q. Did you say anything of injustice ?—A. I don't recollect.

Q. Did you not complain of the views the Government took of the valuation, and ask me to sustain you ?—A. I don't know, but I might.

Q. Did you not tell me that if they did not accept your valuation you would resign ?—A. I think I might.

Q. Did you not say it was too bad they did not accept your valuation ?—A. I did not say that ; for I did not know whether the Government had accepted or refused it.

Q. Had you been talking of the valuation to other parties ?—A Not that I am aware of ; I don't know if I had.

Q. What did Mr. McKellar say the policy of the Government would be in reference to Proton and Melancthon ?—A. He did not tell me any policy ; he pledged me no policy.

Q. You said you asked him about the condition of the people ?—A. Yes ; I told him they were miserably poor.

Q. What else ?—A. There was nothing else.

Q. You told him that the people of Proton and Melancthon were miserably poor, and that they should be favourably considered ?—A. Yes.

Q. Considered about what ?—A. That is all.

Q. What was the consideration to be about?—A. That was all.

Q. Was there any particular condition to consider?—A. Being poor.

Q. What was the Government to do for them?—A. Be liberal with them.

Q. In what way?—A. in dealing with them.

Q. Dealing with what? Giving them more time to pay the reduced value of their lands; but I did not mention to the people anything about reduced value on their lands.

Q. What was it belonging to the people that the Government were considering?—A. The condition of their lands and the climate, and such things.

Q Were you conversing with Mr. McKellar about the subject of the lands?—A. I did not speak to him about the lands. I did not want to see him about anything but the lands.

Q. What else did you go to see him for?—A. Nothing

Q. You said you saw by the papers that Mr. McKellar had been in Grey?—A. Yes.

Q. Did you see that anybody else was there?—A. You and Mr. Blake and Mr. Wood.

Q. Why did you not go to see anybody else besides Mr. McKellar?—A. I did not know that Mr. McKellar was in the American Hotel, till I met him there. I would not have seen him had he not been there. I would not have gone out of the house to see him.

Q. What was your object in seeing Mr. McKellar? A. I thought it would be a good thing to know what his impression was about the people, and what he would do for them. I did not ask him what he would do for them.

Q. Mr. McKellar was a member of the new Government at the time?—A. Yes.

Q. I suppose that is the reason you wanted to get his views?—A. I thought it would be better to know what his impression was.

Q. You got his views? A. So far as I told you, no farther.

Q. Did you mention the valuation you made in Proton?—A. No.

Q. Did you talk of it?—A. No.

Q. Did you tell him you had been a land valuator?—A. No, I told him the people were very poor.

Q. How did Mr. McKellar know you found that out?—A. By my being there, valuing lands; that was no secret.

Q. The telegram that was sent to you, called you a Government land valuator?—A. That was in the telegram.

Q. After you got Mr. McKellar's assurance you left pretty strong?—A. Not much.

Q. Did you know Mr. McKellar's views when in Opposition?—A. They were liberal.

Q. What were they as far as the lands were concerned?—A. It would take me a long time to state.

Q. Did you tell him you were going to canvass for Dickey?—A. I think I did. I would not be positive about that; I think I gave him to understand that.

Q What did he say when he went out?—A. He said I would have a hard time of it, as there was about a foot of snow.

Q. You were satisfied with the interview?—A. Perfectly satisfied.

Q. You thought you had got all you wanted?—A. I don't know that I asked him anything further.

Q. What did you go to Toronto for?—A. I thought it was the quickest way to get to Grey. I came for no reason except to go to Grey. I had been that way before.

Q. You did not go to get money?—A. No.

Q. Go to see anybody?—A. No

Q. Although you told us before that if you were going from Ingersoll again, you would go by Mount Forest?—A. Yes I think I would

Q. Did you see a good many people at Dundalk?—A. Yes; there was a meeting at Pates' that night.

Q. You made a speech there that night on behalf of Dickey?—A. Yes; they asked me to say something after Dickey and Nixon had spoken.

Q. Was the subject of the land talked of?—A. It was more on general politics.

Q. You saw some of the people after the meeting at Hay's?—A. Yes, I saw Mr. McDowell and Mr. Dodds: there were only a very few there: next morning there were a good many there.

Q. Was Mr. Abbott there ?—A. He was in the evening or morning ; I don't know which.

Q. Did you see Abbott ?—A. Yes.

Q. Did you see Robinson ?—A. I don't recollect.

Q. You saw May ?—A. Yes.

Q You had a conversation with McDowell at May's ?—A. Not much there ; his time was taken up pretty much with Dodds.

Q. Did you urge him to support Dickey ?—A. No.

Q. Did you ask him to support Dickey ?—A. Yes.

Q. Do you remember going to Mr. Ludlow's house ?—A. I don't know where he lives ; I don't recollect him ; I did not go to any private house at that time.

Q. You said very little at May's ?—A. I talked every time I got a chance.

Q. What about ?—A. About electing Dickey.

Q. What arguments did you use ?—A. I told them if they supported Dickey they would support a man that had the confidence of the present Government ; if they voted for Lauder, they would then be supporting a man that supported the late Government.

Q. You urged them to support Dickey, because he supported the present Government ?—A. Yes ; I thought it would be better for them.

Q. They all knew you there ?—A. Yes ; I had been around there valuing lands.

Q. You did not tell them you had been discharged by the Government ?—A. No ; that question never came up.

Q. They were inclined to listened to you ?—A. A good many of them were.

Q. You talked about the land wherever you went ?—A. I don't know that I spoke about the lands particularly, except when the question came up.

Q. Didn't it always come up ?—A. Pretty generally.

Q. I suppose you told them you were anxious to get their lands reduced ?—A. I did.

Q. You had valued their lands low for them ?—A. I didn't tell them that.

Q. You had some books with you there ?—A. Yes ; I had a book with me which related to the valuing of a portion of their lands.

Q. You went to meetings, and talked about the valuation of their lands ?—A. I was at Nixon's, and at one late in the evening where Dickey was ; that was all.

Q. You had the book with you all the time ?—A. I had ; but I never shewed the book at the meeting.

Q. Where did you carry it ?—A. I left it at the hotel in my valise. I never took it out at any meeting.

Q. Did you take it out ?—A. I took it out at two places.

Q. More than one book ?—A. Only one book ; the other books did not relate to Grey.

Q. Did you meet Thomas Rogers in company with Rev. Mr. Morrison ?—A. Yes ; I stopped to speak to them.

Q. Mr. Rogers has told us that you had a conversation with him in the presence of Mr. Morrison, and Mr. Morrison fully concurs in every word that Mr. Rogers said. They say you asked Rogers if he was going to support Dickey. Did you ?—A. I believe I did.

Q. Mr. Morrison also says you told him the old Government had not acted on your valuation ?—A. I said I was told so.

Q. Mr. Morrison says you told them the late Government had not acted on your valuation. You further said that the new Government had consented to act on your valuation ?—A. I don't think I said that.

Q. What did you say ?—A. I said I thought the present Government would deal favourably with them.

Q. Mr. Morrison puts it a little stronger than that. He says you told him the new Government had promised to accept your valuation. Was he wrong ?—A. I think he was wrong in that. I did not say so.

Q. Did you mention valuation at all ?—A. Yes ; I think I might have mentioned it.

Q. You spoke about the new Government ?—A. Yes.

Q. You mentioned McKellar's name to them ?—A. Yes, I think I said I had seen him.

Q. In connection with your valuation ?—A. No, I didn't say Mr. McKellar promised anything.

Q. The interview was a short one ?—A. Yes, not over a couple of minutes. He said he didn't know that he would support anybody.

Q. Rogers says that you said you had McKellars authority for saying that your valuation would be accepted ?—A. If I told him so I told him wrong.

Q. You won't say you didn't tell him so ?—A. I don't think I did. I don't think I ever told any man that I had Mr. McKellar's authority or the authority of any member of the Government.

Q. You said you had seen Mr. McKellar ?—A. Yes.

Q. What did you tell him that you had seen him for ?—A. I told him I was anxious to see him, and to see what he thought of the condition of the people, and that I was glad that so many of the members had been up there to see for themselves.

Q. Why was it necessary to tell the people that you had seen McKellar ?—A. Well I told them what he said: that he found them in a worse condition than he had expected.

Q. McKellar was not in Proton ?—A. He was in Grey. There are other portions of the County quite as bad off as Proton was.

Q. You remember meeting McArdle at Cedarville ?—A. Yes.

Q. He says you got behind the bar and talked to the people ?—A. I went behind the bar to get my satchel.

Q. Did you talk to the people there ?—A. When they asked me any questions I did.

Q. You had the books with you there ?—A. Yes.

Q. You had a dispute with McArdle about the books ?—A. He pitched into me about them; I did not have any dispute.

Q. Had you the books there ?—A. Yes, I had them there in my satchel.

Q. Did you take it out of the satchel at the meeting at the Catholic School House ?—A. No.

Q. You made a speech there ?—A. Nothing but tell them to vote for Dickey.

Q. Then you went to the polling place ?—A. Yes, the next morning.

Q. Still advocating Dickey's cause ?—A. Yes.

Q. Had you the book there ?—A. Yes, I had the satchel with the book in it.

Q. Did you take the book out ?—A. No.

Q. Did you speak about the book ?—A. No.

Q. Do you know James Wright ?—A. Yes, he spoke to me.

Q. Do you remember meeting his son and daughter the day before ?—A. Yes.

Q. What did you tell Wright ?—A. I spoke to his son and asked him if his father would vote for Dickey. He said no, that his father was a Tory and Dickey was a Reformer, and that it was all up.

Q. Did you see Wright himself at the poll ?—A. Yes.

Q. Had he voted ?—A. I don't know.

Q. You knew he had voted ?—A. No.

Q. Where did this happen ?—A. It was before the door; there was quite a number there.

Q. What did Wright say to you ?—A. He said I had no business there. I thought I had a right there. He pushed me away and told me I had no business there.

Q. Did anybody else say anything to you ?—A. I don't know if they did.

Q. You spoke there ?—A. I did not say much.

Q. Did you say anything about your books ?—A. Not that I am aware of.

Q. Did Wright say anything about your books; that you had been obtaining them improperly, as McArdle said ?—A. No; McArdle did say so, but afterwards denied it. I don't think Wright said anything about my book.

Q. Did he know you were a Government land valuator ?—A. Yes.

Q. They all knew that ?—A. Yes.

Q. Did you mention Mr. McKellar's name to the people there ?—A. No.

Q. Where did you mention it ?—A. At the meeting the night before I mentioned him, and spoke of the late Government, and mentioned the Blake-McKellar Government in connection with the lands.

Q. Your particular topic was the lands ?—A. Yes.

Q. You wanted to see things right in that respect ?—A. Well, I don't know.

Q. Did you wish to set the people right on the land question in Proton ?—A. As far as I could.

Q. That is what you went up for?—A. I went up to help and get Dickey in.

Q. Were you astonished when the telegram came to you at Houghton?—A. I don't think I was.

Q. What particular fitness had you for going up?—A. I don't know.

Q. Why did Oliver recommend you?—A. He might have overrated my ability.

Q. What did he want you for?—A. To electioneer for Dickey.

Q. Was it because you were a good speaker?—A. I am not a man to blow.

Q. What was it for then?—A. To run you out and Dickey in.

Q. Were you to furnish the money?—A. No.

Q. Why did Mr. Oliver select you?—A. I will tell you the reason. I had been on his committee, and helped to get him elected. He thought I worked pretty well, and was a good fellow in an election.

Q. Did you think he wanted you to go to Grey because you were there before?—A. That was one reason.

Q. And because you had been valuing lands?—A. I was acquainted there.

Q. What other reason?—A. I don't know.

Q. What was the other reason?—A. The main reason why he wanted me to go there was to run Lauder out.

Q. Do you remember going to the polling place in the south part of the Township and then to the north end?—A. Yes.

Q. Do you remember going to McArdle's Corners?—A. Yes.

Q. Did you meet anybody on the way, anybody coming for you?—A. Yes, I met one Mr. McPhail.

Q. Did Mr. McPhail ask you to go to McArdle's?—A. Yes, he said he wanted to see me there. I was on my way there when I met him.

Q. Did Mr. McPhail go back with you?—A. Yes.

Q. He is Reeve?—A. I think so.

Q. Were there many there?—A. Yes.

Q. Did you talk to them?—A. Yes.

Q. The same old story?—A. I don't know if I told the same story. I went according to circumstances.

Q. Were there many people listening?—A. There was a good deal of noise there.

Q. Did the people know who you were?—A good many of them. I should think the half of them knew that I was a government land valuator.

Q. Had you your book with you?—A. I had that book. (The witness pointed to the book called the "Blotter.")

Q. Did anyone dispute the book?—A. No one except McArdle, the Returning Officer. He told me that I had no business there. I told him that I had a right to be there.

Q. Did you mention the Blake Government there?—A. I told them I thought the Blake Government would be fully as liberal as the late Government, and that I thought the Blake Government would be more liberally inclined than the late Government; that I thought they would not be so exacting. I say so now. I told them every time to vote Dickey.—That was about the most of what I told them.

Q. Did you mention McKellar's name there?—A. I told them I had seen Mr. McKellar.

Q. Did you not tell them of the assurance you had that the new Government would be more liberal than the former?—A. Just as far as I have told you, and no further.

Q. Did you speak of the Blake Government in connection with the lands?—A. I told them that they would deal more liberally with the people than the late Government.

Q. Did they ask you how you knew that?—A. I don't know if I was asked.

Q. How did you know already that the new Government would act more liberally than the old one?—A. From their antecedents.

Q. You mentioned Mr. McKellar's name frequently?—A Not more than that he was connected with the Government I said the Blake-McKellar Government. I did not know that Scott had joined the Government. I had the impression that Mr. McKellar would be all right on the land question. I meant the Government, and did not mean Mr. McKellar any more than the rest.

Q. You frequently used Mr. McKellar's name?—A. I say that I don't know that I used it frequently.

Q. Did you often mention his name? —A. I did in connection with the Government

Q. You say you mentioned it at Pates', at Morrison's, at the Catholic School House at Cedarville, and in the dispute with Wright? —A. I told the people that I had seen Mr. McKellar. I mentioned his name in connection with the Blake Government. There would be no use in seeing him except in connection with the Blake Government.

Q. Not much. Did you not tell the Committee you had seen Mr McKellar in five or six different places?—A. I don't know that I said one.

Q. You said you did mention McKellar's name to McArdle? —A. I don't know if I did in particular. If they asked me if that I had seen any one of the Government, I would say McKellar.

Q. Why did they ask you if you saw any member of the Government? —A. No one asked me except Rogers.

Q. Why did he ask you? —A. I don't think he was the one that asked me. I think the minister, Rev. Mr. Morrison, asked me if I had seen any member of the Government since the change. I told him that I had seen Mr McKellar a few moments before I left Toronto.

Q. Why did you tell the people you had seen Mr. McKellar? —A. I told them for this reason, that I wanted to see what impression had been made on his mind when he was up there; to see if he did not think the case of the people ought to be liberally considered.

Q. Did they tell you that Mr. McKellar had been there?—A. Some of them.

Q. Mr. McKellar never was there, but Mr. Blake was. When you were asked on what authority you made the statements you did make, whose name did you mention?—A. I told them from the antecedents of the present Government when they were in opposition, they would carry out the same views when they got into power.

Q. Did you mention Mr. McKellar's name at McArdle's corners, when you were making your speech?—No. McArdle told the people not to listen to me, but to drive my sleigh away.

Q. Did they do it?—A. They laughed and I went away, I never went near the house, I was only on the road there a short time, not over 15 minutes.

Q. Where did you go then?—A. I went to an old gentleman's house about a quarter of a mile away, and fed my horse.

Q. Where next?—A. I came to May's and then left for home, driving past where the other polling place was.

Q. You found a good many of the people determined to vote for me?—A. I never had any dispute with anybody, they pitched into me, but I did not say much to them.

Q. Did you never find fault with them for voting for me?—A. I did not; I had no dispute with anybody with the exception of McArdle.

Q. Did you try to persuade parties who told you they were going to vote against Dickey to vote for him? —A. I don't think I did, for they appeared to have their minds made up.

Q. What arguments did you use?—A. I only told them that, if they would vote Dickey, he would work better with the Government than Lauder, and it would be better for them.

Q. Why?—A. Because he had the confidence of the Government, and the Government had no confidence in Lauder.

Q. What other arguments did you use?—A. Nothing in particular. I told them to vote Dickey, and they would be supporting the present Government, but, if they voted Lauder, they would be supporting the late Government.

Q. What other arguments did you use?—A. That is about all.

Q. That is the only argument you ever used?—A. Yes that is about all, I might have said some other things, but that was about all.

Q. That argument would do anywhere in the country. Had you no argument applying to Proton? —A. I told them it would be for their interests to support Dickey, for he had the confidence of the present Government, and that Lauder had not.

Q. How did you know that?—A. From repute.

Q. That argument would do anywhere?—A. It did there.

Q. Did you say anything about the lands to them?—A. I said they would be more favourably considered by the new Government with reference to their lands; that I believed Dickey would work with the Government to their advantage better than Lauder would.

Q. Did you use any other arguments about their lands ?—A. I don't know that I said anything particular about their lands except that.

Mr. H. S. McDonald—Perhaps Mr. Lewis would explain his meaning more clearly, if they elected a man who would work with the Government ?—A. They would have then some one that had influence with the Government, and it would be better for them.

Mr. McDonald—The inference from your remarks, then, was that instead of laying down to them the principle that the Government were so honest, that it was no matter whom they elected ?—A. I did not draw any inference for them.

By Mr. Lauder :

Q. What was the reason you wanted them to support the new Government ?—A. I thought it would be for their interests.

Q. What interests ?—A. To get their lands reduced.

Q. You used the argument that it would be for their interests to get their lands reduced if they elected Dickey ?—A. Yes, but I didn't think it would make any difference whether Lauder or Dickey was elected.

Q. What did you use the argument for then ?—A. Why, to get them to vote.

Q. You lied then to the men ?—A. I didn't lie much.

Q. You misled the men ?—A. I don't think I did much.

Q. Was this land argument the one you used all the way through, whenever a dispute came up ?—A. Just as I have said, nothing more.

Q. Did you get any more money than the $10 and the $25 ?—A. No.

Q. Any promise of any ?—A. No.

Q. It cost you a good deal more than that ?—A. Yes, some $10 more.

Q. Are you in the employment of the Government now ?—A. No, all the valuations have been called in.

Q. Do you expect to get more valuing to do for the Government ?—A. I don't know.

Q. Have you applied for any ?—A. I have not.

By Mr. H. S. McDonald :

Q. You stated that you didn't lie much ; to what extent did you lie ?—A. Not at all ; I told you why I said that. When the question of the lands came up, I asked them if they did not think it would be more for their interest to vote for Dickey than Lauder ; I believe it made an impression upon them.

Q. You were desirous of producing that impression ?—A. Certainly ; at the same time, if they had asked me honestly, I would have told them it made no difference in their treatment by the Government whether they elected Dickey or Lauder.

Q. But as an election dodge, you did not tell them that ?—A. No ; I did not.

Q. Did you tell them the contrary ?—A. No ; I told them it would be better for them to vote for Dickey.

Q. Did you ever say anything against Mr. Lauder in Grey, when you were there the first time ?—A. No.

Q. Did you ever speak in his favour ?—Nothing particularly ; with one exception, I don't think his name ever came up.

Q. When you were in Grey the first time, did you express your desire that the then Government would be beaten ?—A. Yes, unless they would deal more liberally with the settlers.

Q. The Government at that time was proposing to reduce the lands, and had sent you to make the valuations ?—A. When they sold the timber, I thought the Government that would do that should be turned out.

Q. So it was not in regard to the valuation of their lands that you thought the Government were illiberal ?—A. No ; it was in relation to the timber.

Q. You stated you would have gone to Grey, even if the old Government had been in power ?—A. I don't know but I would have gone, if I had time.

Q. With what view ?—A. On account of the sale of the timber, that was one thing, and that they were too exacting.

Q. Then it would have been upon the ground of Mr. Lauder being a Government supporter that you would have worked against him ?—A. Yes.

Q. You say it was not the mere fact of any influence you could exercise as a speaker that led Oliver to send you there ?—A. No, I don't think so.

Q. You would have gone if you had not been sent for?—A. No, I would not have gon at that late hour if I had not received the telegram.

Q. Then you would not have gone to Grey if you had not received that telegram from Oliver?—A. No.

Q. How did you know McKellar boarded at the American Hotel?—A. I did not know till I got there that evening.

Q. Did you know Dickey?—A. I never saw him till I saw him up there.

Q. How did you know Dickey was supporting the new Government?—A. I saw by the papers that Mr. Blake and Mr. McKellar were up there in favour of Dickey.

Q. That was before the late Government were defeated. How did you know that Dickey would support the new Government?—A. Mr. Oliver told me that Dickey would support the new Govearnment.

Q. Did Mr. McKellar tell you so?—A. I don't think he did.

Q. Did Mr. McKellar tell you that Mr. Lauder would oppose them?—A. No.

Q. How did you know?—A. Because he was in favour of the late Government.

Q. Why did you ask Mr. Kerr for money?—Because he had telegraphed to Oliver.

Q. How did you know he had telegraphed to Oliver?—A. I think Brown mentioned Kerr's name; I think he said Kerr had telegraphed to Oliver, but Oliver did not tell me so.

Q. And because Kerr had sent that telegram, you thought he was the proper person to ask for money?—A. Yes.

Q. How did you come to have this book with you? (The blotter that had been produced)—A. I had it in Houghton.

Q. Why did you trouble taking it to Houghton?—A. Because I used it there as well as in Proton.

Q. Whose writing is that? (pointing to pencil writing in the blotter, "John Abbott satisfied with the valuation."—A. It is mine; I made that entry at Dundalk the day before the polling, when they were talking about the valuation May came in and said, "We don't care a damn for the valuation; Lauder has got the late Government to allow every individual to value his own lands. I said I did not believe that would ever be carried out. Abbott says "I will take your valuation." He said he would accept the valuation, and that I might enter his name.

Q. Where was the book with the valuation in it?—A. It was in the Crown Lands Department.

Q. What earthly use would it to be Abbott for you to mark with pencil in that book "satisfied with the valuation," after the books had been returned?—A. When May said that Lauder had got the late Government to allow every individual to value his own lands and pay accordingly, I said I did not believe it would be carried out. Abbott then said I might mark him down satisfied with the valuation.

By Mr. H. S. McDonald:

Q. What did you mean by putting down the man as satisfied?—A. He said "put me down satisfied.'

Q. Did he use these words?—A. He did. I never said that if he would not vote for Dickey I would put him down "satisfied."

Q. You think the reason you were selected by Mr. Kerr, and sent all the way from Toronto to Grey, was because you once served on an Election Committee for Mr. Oliver?—A. I don't think Mr. Kerr had any knowledge of me. I understand that it was through the advice of Mr. Oliver that I was selected.

Q. It was because you once served on an Election Committee for Mr. Oliver?—A. Yes.

Q. You think it was not because you valued lands in Proton and Melancthon?—A. I think that was one reason. I won't dispute that.

By Mr. Lauder:

Q. When you went to the American Hotel, did you ask for Mr. McKellar?—A. No.

Q. Did you ask if he were in?—A. No.

Q. What did Mr. Walker say to you?—A. We were talking of the members of the Government, and Mr. McKellar stopped at his hotel.

Q. What next?—A. Mr. Walker came with me to Mr. McNabb's.

Q. For what reason?—A. We were searching for Mr. McKellar. I would have liked to see him.

Q. You heard that Abbott was going to vote against Dickie, before you marked him down in your book ?—A. I don't know.

Q. Did you not know that Abbott said so ?—A. No ; I only knew how one man in that room was going to vote, that was Mr. McDowell. He told me so the evening before.

Q. Then it was mere absurdity to mark down his name in your book as "satisfied"?—A. No; he said I must mark him down satisfied.

Q. Why did you put him down as satisfied ?—A. Because he said so. He said he was ready to take that valuation.

Q. Did he know what the valuation was ?—A. I don't think he did.

Q. You never told him ?—A. Never.

Q. Did you mark the word "satisfied" when he was there ?—A. There were two or three others there.

Q. McDowell, Abbott, Robinson and May said that, when you ascertained that Abbott was not going to vote for Dickey, you told him if he were not going to vote for Dickie, you would put him down as satisfied with the old price of the lands ?—A. I never said any such thing.

Q. What did that mean ? A. He said he was willing to accept the valuation, and a great many others said so.

Q. Did you not mean by that how he should vote ?—A. No.

Q. You never mentioned the word "satisfied" to others ?—A. I don't think so. A great many said they were satisfied to take my valuation, and not take the advice of the circular that was sent to them telling them to make their own valuation.

Q. You have not proved that statement yet ?—A. McArdle says so, and Tarbutt said he saw the circulars. McArdle also said that he had received documents and money from the Crown Lands Department.

Q. You wrote a letter to the *Globe* in which you said "My visit to Grey was neither prompted nor suggested by the Administration, nor by any member of it, nor by any one else." Is this the case ?—A. It was my own act.

Q. What prompted you to leave Houghton ?—A. The telegram.

Q. You said you would not have gone if you had not got that telegram, that it was too late, then it cannot be true that you were not prompted ?—A. I was not in the first place.

Chairman—That is in referrence to going to Grey ? -A. Yes ; I should not have gone if I had not got that telegram.

Mr. Lauder:—Then you were prompted ; you said you were not prompted. Is that correct ?—A. It is correct in one sense. I was the first that mentioned it, I asked Mr. Oliver to telegraph.

Q. Do you remember when you lost that telegram ?—A. I had some other papers in my side coat pocket, and they were missing too.

Q. You don't know where you lost the telegram ?—I have a pretty good idea where I lost it.

Q. Do you remember being in Maxwell, in a bar-room, the day after the polling day, talking about the election, and were you not arguing at the time you dropped the telegram that day on the floor of the bar-room ?—A. I was not arguing about the election.

Q. Do you know Alexander Selkirk, the bar-keeper for Bowes, at Maxwell ?—A. I may, perhaps.

Q. Then you dropped the telegram out of your pocket at that place ?

By Mr. Galbraith :

Q. What was the object of your valuing land at Grey ? A. I understood that the people complained of the price of their lands, and said they were sold above their value, the lands were then to be revalued.

Q. When you marked "satisfied" did you mean to say that the parties were satisfied with the Government prices ?—A. No ; but that they were with the prices we had put on.

By Mr. Lauder :

Q. What about May's valuation ?—A. He said he was willing to take the advice in the circulars about the valuation.

Q. He did not know your valuation ?—A. I did not give it to him.

By Mr. H. S. McDonald :

Q. Where did you go to when you returned from Grey ?—A. To Toronto.

Q. When you came to Toronto what did you do, report yourself to any parties?—A. No.

Q. Did you go to the Crown Lands Department?—No.

Q. Have you been there since?—A. No.

Q. Have you had your Proton or Melancthon book since?—A. No; I have a number of memoranda in relation to some lands that parties wanted to see about, but I have not been at the office with them.

By Mr. Galbraith:

Q. You delivered your books and returns in reference to these lands to the Government before the election?—A. Yes.

By Mr. Farewell:

Q. When you wrote "satisfied," did you do it with the intention of inducing those parties looking on to believe that you had the power of making these lands higher or lower?—A. No.

By H. S. McDonald:

Q. Did you mean to report these entries of "satisfied" to the Government?—A. No.

Q. Then why did you make the entries when you did not mean to report?—A. I can't exactly say.

Q. You just now told Mr. Galbraith that you did not mean to report it?

By Mr. Lauder:

Q. Nobody can doubt why you made the mark, why did you make the mark, was it to get a vote?—A. You may put it as you have a mind to.

After some discussion it was agreed to adjourn till Thursday morning at 11 o'clock, and in the meantime that the Chairman should summon the parties in Grey who had received or sent telegrams about the election.

THURSDAY Feby. 29.

The Committee met at eleven o'clock this forenoon.

There were present:—

Mr. RYKERT, *Chairman.*

Mr. Galbraith,
" H. S. McDonald,
" Farewell,
Dr. Boulter,
Mr. Prince.

Thomas Nixon, of Toronto, was examined by Mr. Lauder.

Q. Where do you live?—A. In Toronto.

Q. You take a great deal of interest in Grey?—A. I always did; I was in Grey for ten years.

Q. You took an interest in previous elections?—A. I took more interest in previous elections than in the last one.

Q. Had you as much to do with previous elections as with the last one?—A. Ten times as much.

Q. You lived there before?—A. Yes. I lived in Clarksburg, in the North Riding of the Township of Collingwood.

Q. Who asked you to go to Grey?—A. Mr. Dickey.

Q. Did anybody else ask you?—A. I was asked by another party to carry out a promise to Mr. Dickey,

Q. Who was the other party?—A. Mr. Kerr.

Q. That is Mr. Blake's partner?—A. I presume so.

Q. At what time were you asked to go?—A. Pretty near Christmas.

Q. Were you paid any money before you went?—A. No.

Q. After you came back?—A. Yes.

Q. Did Mr. Kerr make you a promise to pay when you went?—A. No.

Q. Did he say before you went, you would get your expenses?—A. I never got anything at previous elections in the way of expenses.

Q. But you were paid afterwards?—A. Yes.

Q. How much ?—A. $30 or $31.

Q. Did you make up a bill ? A. No. I brought in a bill receipted for the money I paid for teams, $16.

Q. How long were you in Grey ?—A. Four days : I paid for the team and the teamster.

Q. How much did you pay for the team ?—A. Four dollars a day ; a man and two horses.

Q. That does not make up $31 ?—A. It cost me all of that.

Q. When did Mr. Kerr tell you to go ?—A. I don't remember.

Q. When did you go ?—A. On the morning of Tuesday, the 26th of December.

Q. When did you last see Mr. Kerr before you left ?—A. I think I saw him on the Wednesday previously. I went myself to see him ; that was the last time I saw him before I left.

Q. How was it you went to the American Hotel ?—A. No one told me to go ; I went there to see Mr. McKellar.

Q. When did you think of going to the American Hotel ?—A. It was the day before probably.

Q. Why did you go there ?—A. I wanted to get a list of the political sins of Abraham Lauder.

Q. Could you not get them out of the *Globe* ?—A. No. Mr. McKellar had been in Grey, and I wanted to get some notes.

Q. What did you ask him for ?—A. I asked him for a list of your political sins.

Q. When did you go to the American Hotel ?—A. I went there on the morning of the 26th of December.

Q. Was it early in the morning ?—A. Yes, ten minutes to seven.

Q. He says six, which is right ?—A. I am right : he was asleep and I was awake.

Q. Did you go to his room ?—A. Yes.

Q. Did you tell him you were going to Proton ?—A. I suppose I did.

Q. Did you ask him for information ?—A. He said he had none of his notes with him.

Q. You must have been disappointed ?—A. Yes.

Q. Did you look anywhere else ?—A. No.

Q. Did you ask him anything else ?—A. That was all that I asked : all I was looking for.

Q. Did you ask him if he had any books or papers belonging to Grey ?—A. No.

Q. Did you ask him if he knew Lewis ?—A. I did not, for I had never heard of Lewis in my life.

Q. Did Mr. McKellar mention him ?—A. Not to my knowledge.

Q. Did you ask Mr. McKellar if he knew anything of the land question ?—A. I don't know that I did ; I don't think we had any further conversation.

Q. You did not mention anything about the lands in Grey, Proton or Melancthon ?—A. No ; the interview was very short, for I was to take the train in a few minutes.

Q. Did he refer you to anybody else to get papers ?—A. No.

Q. Did you ask him for any papers ?—A. No, except what I have already told you.

Q. Mr. McKellar, in his evidence, says as follows :

(Extract from Mr. McKellar's statement.)

"In the morning about six o'clock, Mr. Nixon rapped at my door and came in—he told me he was going to Proton and called to see if I had any documents that might be useful in canvassing the Township. I told him I had no documents whatever about me. He then left me. When examined by H. S. McDonald, he stated as follows : Q. When Mr. Nixon came in the morning, did you mention Lewis' name to him ?—A. I think I did. Q. What did you say to Nixon about him ?—A. I think I told him that probably Lewis had papers, if he wanted any, but I had none. Q. You said Lewis was going up to South Grey ?—A. Yes. Q. Still at that time there was nothing said as to what he was going up to Proton for ?—A. Yes. Q. Did you tell Nixon to go with Lewis ?—A. No. Q. Did you have any communication with Nixon as to whom he was going to support ?—A. He told me he was going up to support Dickey."

Question by Mr. Lauder to Nixon :—

Q. You see that Mr. McKellar and you tell a different story about Lewis. How is that ?—A. I don't think it.

Q. You saw Lewis when you went to Grey ?—A. I saw him in Proton, never before. I never saw him till the chairman of the meeting I was going to address was appointed.

Q. Did you know that Lewis was going up ?—A. Mr. Kerr told me.

Q. When ?—A. It was some time before the day I started, on Wednesday, I think. I went to tell Mr. Kerr what I thought I could get done.

Q. You think it was Mr. Kerr told you that Lewis was going up ?—A. I think so.

Q. Was that your last interview ?—A. A day or two before I went up. Mr. Kerr told me I would see Lewis there.

Q. Did he tell you who he was ?—A. No.

Q. Then why did he say that ?—A. He must have thought I knew Lewis.

Q. Did you ask Mr. Kerr who Lewis was ?—A. Yes.

Q. What did he say ?—A. That he was a land valuator.

Q. You never mentioned Lewis to Mr. McKellar ?—A. No.

Q. You knew that he was a Government land valuator and you knew that he was going up, when you had the interview with Mr. McKellar, yet you never mentioned his name ? A. No.

Q. Had you known that he was a land valuator, would you have prevented his going up ?—A. I would have sent up all the valuators in the country, if it would have done you any good.

Q. Then the sending of Lewis was no harm in your view ?—A. It would depend upon who sent him, in my judgment.

Q. Supposing the statements respecting what he did are true, do you approve of it ? A. Am I to take his statements ?

Q. You are to take the statements published in the newspapers ?—A. Do you mean those sworn statements ?

Q. Yes ?—A. They are not true.

Mr. Prince remarked that this had nothing to do with the inquiry.

Mr. Lauder said he had no further questions to ask Mr. Nixon.

Gilbert McKechnie called.

Examined by Mr. Lauder.

Q. Where do you live ?—A. At Durham, in South Grey.

Q. You took a prominent part in the election in Grey ?—A. Yes, I was secretary of the Central Committee.

Q. I believe you are Secretary of the Reform Association of the South Riding of Grey ?—A. Yes.

Q. You had frequent communication with Toronto during the election ?—A. Yes.

Q. Both by letter and telegram ?—A. No. I don't think by letter. I am not aware that I had any letters.

Q. Did you send any letters during the months of November and December about politics ?—A. I think not. I sent telegrams.

Q. You received letters ?—A. No. I received telegrams. I am not aware that I received any letters from Toronto.

Q. Have you got the telegrams with you ?—A. I have got some of them.

Q. Where are the rest of them ?—A. As to the telegrams I have not, I know exactly what was in them.

(Telegrams produced.)

Q. Are they sent to you or by you ?—A. To me.

Q. Have you the telegrams sent by you ?—A. No.

Q. From whom did you receive telegrams that you are not able to produce ?—A. I received telegrams from Mr. Kerr.

Q. Have you got any more letters and papers than those produced ?—A. No.

Q. Have you any others that you cannot produce besides those you received from Mr. Kerr ?—A. No. I think no others.

Q. To whom did you send telegrams during the whole of the election ?—A. I sent telegrams to Mr. Kilgore, at Mount Forest.

Q. To whom in Toronto?—A. The only person I sent telegrams to in Toronto was Mr. Kerr.

Q. Was he the party in Toronto you always communicated with?—A. Yes.

Q. You got all your instructions from him?—A. I got no instructions, merely information.

Q. And suggestions?—A. No suggestions. I merely got information with regard to a very important point at issue then, and that was the downfall of the lat Administration. I wanted to be kept pretty well posted on that so that I might circulate the information throughout the Riding. I received no suggestions from Mr. Kerr.

Q. Mr. Kerr was the only person you telegraphed to in Toronto?—A. Yes.

Q. From whom did you get money to carry on the war?—A. I got funds from Mr. Dickey.

Q. From anybody else?—A. No.

Q. You were treasurer too?—A. Yes.

Q. Did you defray the expenses of all the parties that were sent up to canvass?—A No.

Q. Did you pay any of them?—A. I paid some, but none of the parties sent up from Toronto.

Q. Did you see any of them?—A. Yes.

Q. How much did you pay out altogether during the campaign?—A. I didn't bring the account with me, because I didn't think that was wanted.

Q. How much did you pay out altogether?—A. It was something in excess of $300, that was all the money that passed through my hands.

Q. How much in excess of $300?—A. Probably $25 or $30.

Q. Not over $400?—A. No; under $400.

Q. Had Mr. Dickey an agent stopping with him at the hotel: a private secretary and confidential agent?—A. Not that I am aware of.

Q. No party living with him at the hotel?—There was a young man with him, a Mr. Chrysler.

Q. You knew him?—A. Yes, he was merely assisting in the canvass.

Q. Did you telegraph to Mr. Kerr for help in the canvass?—A. I cannot say; in all probability I did.

Q. Did you mention any person's name?—A. I don't think I did.

Q. Did you get any telegrams in relation to Mr. Nixon?—A. Yes.

Q. Any telegrams in which Mr. Nixon and another man were mentioned?—A. I don't recollect that.

Q. We have telegrams here in which Mr. Nixon and another man are mentioned?—A. That may be.

Q. Did you know that this man Lewis was going up?—A. No; I knew that he had an inclination to go up.

Q. How did you know that—from Mr. Kerr?—A. No.

Q. Through Mr. McKellar?—A. No. I got no information from Mr. McKellar. The way I knew that Mr. Lewis had an inclination to go up was because he sent a letter to Mr. Dickey some time in November, shortly after his nomination by the Reform Convention.

Q. Have you got that letter with you?—A. Yes, but it is marked private to Dickey.

Q. How did you get it?—A. Mr. Dickey gave it to me because he wanted me posted on all matters. I went down to his office this morning for the purpose of getting his permission to produce it, but he was away and will not be home till this evening.

Mr. McKechnie, however, consented to produce the letter, and it was handed to the Chairman

Q. We have a telegram here, sent to Dickey, care of Findlay McRae, in which it is stated that Nixon and another man would go up. Did you see that telegram?—A. It is likely I did.

Q. Who did you understand the other man to be?—A. I didn't know who he was.

Q. Have you any objection to the Montreal Telegraph Company's producing telegrams sent or received by you?—A. I have no objection to the production of all the telegrams sent or received by me bearing upon this case.

By Mr. H. S. McDonald:—

Q. Did you see Lewis when he was there?—A. I never saw him, never heard of him till a day or so before the election.

Q. You reside in Durham, how far is that from Proton?—A. Thirty or forty miles away.

By Mr. Farewell:

Q. Did you know Lewis was going up?—A. The following letter will explain.

(The witness here handed in the following letter which was read by the Chairman.)

Private. ST. CATHARINES, Nov. 27, 1871.

SIR—I see by the *Globe* that you have been invited by the Reform party of South Grey to stand as their candidate. Not being personally acquainted with you, though feeling an interest in the Reform party, I take the liberty to write to you. I was in the County of Grey for some two months past: got home the last of October; was sent there by our Government with another party to value their lands; am now valuing in other sections, so you see my position. I was all through the Townships of Proton and Melancthon. We were on nearly every lot, became well acquainted with a very large number of the inhabitants. These townships gave Mr. Lauder a large vote, he promising them a reduction on their lands and the interest to be thrown off. Now, the Government never promised him any such thing as the throwing off all or any part of the interest, for they told me most emphatically they would not. Now I would like you to see the following parties: Alex. McPhail the Reeve of Proton; Thos. and Wm. Rogers, of Cedarville; and their Presbyterian minister at that place, who is a very clever, fine person. I think these men will introduce you to others who will do you good.

You will also get the Town Clerk of Melancthon to go with you to see parties—he is a trustworthy man—also John Palmer. Both live near Dundalk P.O., where one James May keeps a public house, and perhaps you had better see and feel old May, father of James, and also John McDowell, Esq., who lives very near, both Tories, are rather disaffected. With a little work and some political ——— these townships can be altered to a very great extent from what they were last spring. I may be in Toronto in the course of a few weeks or a month; if so I will try and see you. I will refer you to R. M. Wells, Esq., who was up to Bruce with Blake last spring, or W. F. McMaster, or Justice J. W. Gwynne. I don't suppose anybody knows when the election will come off; if after the 1st of January, I may take a run up to Grey. Hoping you may succeed, though in a great hurry as I am going by this train to London. If you write me; send to this place, as my family will send it to me at once.

I remain,
Yours, &c.,
(Signed.) JOHN W. LEWIS.

N. Dickey, Esq.

P.S.—You may talk to Wells as he is all O. K. I was with him at Walkerton last spring. I say again success to you.

By Mr. Farewell:

Q. Did you know from any other source than that letter that Lewis was going up?—A. No.

Chairman—You got a telegram saying that Nixon and another man were going up. Did you know that other man was Lewis?—A. No, I had no idea.

By Mr. Lauder:

Q. When did you get that letter?—A. Some time in December.

Q. Before the nomination?—A. I can't say.

Q. Was Mr. McKellar there at the time?—A. I don't think it.

Q. When did you get it?—A. I think I got it on the 8th of December.

Q. From whom did you get it?—A. From Mr. Dickey.

Q. Where?—A. At Harris' Hotel, Durham.

Q. Who wrote the word "private" on the corner of the letter?—A. I can't tell you, it is just the same as I got it.

Q. It is not in the same handwriting as the letter and not in the same ink?—A. I think it is.

Q. I tkink it is not?—A. It is just as I got it.

Q. I think that the word "private" is in your handwriting?—A. No, sir.

Q. You never wrote it?—A. Never.

Q. You never saw it written?—A. Never. I will tell you all I know about it. Mr. McRae, of Durham, received authority from Mr. Dickey that when he was away in other townships, he could open his letters, if he thought they were of a public nature. That letter Mr. McRae got and can testify that the word Private was on it.

Q. Was Mr. McKellar in the Riding at this time?—A. I cannot say.

Q. The letter was placed in your hands on the 8th of December, as a clerk and secretary?—A. It was placed in my hands because I was doing all I could on behalf of Mr. Dickey.

Q. Had McRae opened it before you got it?—A. I don't think I saw the envelope at all.

Q. What did you do with it?—A. I showed it to no person except Dr. Gunn.

Q. Did you ever mention that matter to any member of your committee?—A. I don't recollect. When I got the letter I should have returned it to Mr. Dickey, but forgot and put it in my pocket, and it got filed away.

Q. Did Dickey speak to you of it afterwards?—A. He never mentioned it.

Q. Do you recollect when Mr. McKellar left the Riding?—A. I cannot say.

Q. Did Mr. McKellar attend your committee meeting at Durham?—A. I never saw him.

Q. Did he attend any of your caucuses?—A. I never saw him at a caucus. But Mr. Dickey attended one.

Q. Was that letter a subject of conversation between you and any person in Durham?—A. I think not. Nobody knew of it except Findlay McRae and Dr. Gunn. If the word "private" had not been marked on it, I might have shewn it.

Q. Did you write to any of the parties mentioned in the letter—McPhail, Rogers, Rev. Mr. Morrison or Middleton, Palmer or the Mays?—A. No, though I had that letter in my possession, I considered it private and that I was not at liberty to speak of it.

Dr. *James Gunn* examined by Mr. Lauder.

Q. Where do you live?—A. At Durham.

Q. Do you consent to the production of all the telegrams sent by you or received by you during the late election?—A. I have no objection whatever.

Q. Have you seen the letter that has just been produced?—A. I have seen and read it.

Q. Did you see it during the election?—A. No.

Q. Did you hear anything of it?—A. I never heard a word about it.

Q. Did you ever hear Mr. Dickey speak of it?—A. No.

Q. Or Mr. McKechnie?—A. No.

Q. When did you first see it?—A. The day after I received Mr. Rykert's telegram to appear before the Committee.

Q. Who showed it to you?—A. Mr. McKechnie. The letter was never submitted to the consideration of any meeting of our Committee, and I was present at them all.

Q. Do you know Lewis?—A. I only heard of him through the affidavits made by certain parties. I first heard by these affidavits that he had been valuing land. I attended our meetings, but never heard his name mentioned.

Q. Were you in Proton or Malancthon?—A. No.

Q. Had you anything to do with paying out money?—A. A little.

Q. How much?—A Something in the neighbourhood of $15 for Mr. McKechnie, when he was summoned to Owen Sound. I paid out for him $15 for the distribution of bills and posters at the election. Had nothing to do with the payment of any money subsequent to that.

Q. Suppose you had seen that letter would you have sent for Lewis?

The Committee decided that the opinion of the witness on this point was immaterial.

At twelve o'clock the Committee adjourned, in order to allow time for the appearance of Mr. Dwight.

The Committee met again at two o'clock.

The Chairman stated that he had received word from Mr. Dwight, that he had a large number of telegrams to overhaul in order to find the telegrams requested by the Committee, and he would not be able to have telegrams ready for the Committee till next morning.

The Committee agreed after some discussion to subpœna Mr. Dickey for to-morrow morning.

It was agreed that Mr. Lauder might sum up the case now in order to save time in the morning.

Mr. Lauder then summed up the evidence.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor praying that he will cause to be laid before the House, a return shewing the valuation of lot twenty-two, in the tenth concession of the Township of Windham, in the County of Norfolk ; the state of the lot as to clearing and improvements at the time of the valuation ; the amount of reduction of principal and interest, if any made ; the name of the person to whom the reduction was granted, and the manner in which he claimed the land ; the name of the original locatee, and the original price of the land ; the name of valuator or inspector ; the date of the valuation ; copy of the Order in Council or other authority, except the Act under which the reduction was made.

By Command,

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 8th March, 1873.

DEPARTMENT OF CROWN LANDS,
TORONTO March 7th, 1873.

SIR,—I have the honour to transmit herewith the return relating to the North half of lot 22, in the tenth Con. of Wyndham ; required by resolution of the Legislative Assembly, as requested by your letter of the 26th ultimo.

Your obedient servant.

R. W. SCOTT.

Commissioner.

The Honourable.
The Provincial Secretary. Toronto.

EXTRACT. Report of Inspection by Messrs Lewis and Thorburn, received on 24th January, 1872.

TOWNSHIP OF WINDHAM.

	Lot.	Con.	Sold.	OCCUPANT.	No. of acres cleared.	Length of Occupation.	Value of Improvements.	Value unimproved
Ay 4986	N ½ 22	10	1846. 2 25	Walter Turnbull.	90	27	3000	per acre $3 00

REMARKS.—Superior frame buildings, 10 acres orchard splendidly cultivated, some waste land about the creek which runs through N. W. corner. No fire wood—some under drains. Is able to pay.

Certified true extract.
J. C. TARBUTT.

Date of sale.	Purchaser.
4th March, 1846.	Walter Turnbull.

North ½ No. 22, 10th. Con. Windham. 100 acres @ 11s. 3d. £56 5 ($2·25—$225·00.)

Paid.. .... $225 00 Pricipal.
155 16 Interest.

$380 16
J. C. TARBUTT.

£18.15.0 Cy.

TALBOT DIS. CROWN LANDS AGENCY,
SIMCOE, 2nd March, 1846.

Received from Mr. Walter Turnbull, eighteen pounds and fifteen shillings H. Cy., being amount of the first instalment on the north half of Clergy Reserve, lot number twenty-two in the tenth concession of Windham, one hundred acres more or less sold to him this day at eleven shillings and three pence per acre amounting to fifty-six pounds five shillings H. Cy., the balance whereof is payable in four equal instalments with interest, viz :—One of said four instalments with interest on or before the first day of January in each of the years 1847, 1848, 1849 & 1850.

(Signed) DUNCAN CAMPBELL,
Agent.
per HENRY GROFF.

Mr Turnbull has also paid as follows on the above lot, viz : Int. on £56 5 since the occupation of the lot 2½ years .... £8. 8. 9.
Charge for valuation.. 1. 0 0.

£9. 8. 9.

RETURN

Of Correspondence and Papers relating to the Cobourg, Peterborough and Marmora Railway and Mining Company.

By command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 11th March, 1873.

SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO COBOURG, PETERBOROUGH AND MARMORA RAILWAY AND MINING COMPANY.

1872.

March 4.—Letter from J. D. Armour, Solicitor, Cobourg, Peterborough and Marmora Railway, to Provincial Secretary.
Petition of Cobourg, Peterborough and Marmora Railway.
March 6.—Letter from Provincial Secretary to J. D. Armour, Solicitor.
April 22.—Letter from J. D. Armour, Solicitor, to Provincial Secretary.
April 22.—Certificate of W. P. Chambliss, Secretary of Cobourg, Peterborough and Marmora Railway.
June 21.—Letter from Provincial Secretary to J. D. Armour, Solicitor.
December 16.—Letter from J. D. Armour, Solicitor to Provincial Secretary, enclosing profile of Cobourg, Peterborough and Marmora Railway.
December 18.—Letter from Acting Assistant-Secretary Eckart to J. D. Armour, Solicitor.

1871.

November 8.—Letter from W. Shanly to J. D. Armour.

COBOURG, March 4th, 1872.

SIR,—I have the honour to enclose herewith the application of the Cobourg, Peterborough and Marmora Railway and Mining Company, praying for aid under the Act in aid of railways; any communications addressed to me on the subject will find a ready response.

Your obedient servant,
(Signed) J. D. ARMOUR.

Hon. Peter Gow,
Provincial Secretary.

To His Excellency the Lieutenant-Governor and to the Honourable the Executive Council of the Province of Ontario.

The petition of the Cobourg, Peterborough and Marmora Railway and Mining Company.

HUMBLY SHEWETH AS FOLLOWS :—

1. The Cobourg and Peterborough Railway Company was incorporated by the Act 16th Victoria, chapter 40, to construct a railway from Cobourg across Rice Lake to Peterborough.

2. For the purpose of constructing the said railway, stock was subscribed by the Town of Cobourg, to the extent of five hundred thousand dollars, and by private individuals, to the extent of twenty-two thousand two hundred and eighty dollars—all of which was paid in full—the Town of Cobourg borrowing, to the extent of their stock for the purpose of paying up the same, from the Municipal Loan Fund.

3. There was issued by the said company, for the same purpose, mortgage bonds of the said company, to the extent of one hundred thousand pounds sterling.

4. The said railway was fully completed to the Village of Ashburnham, then called Peterborough East, but was never completed to the Town of Peterborough, no work whatever having been done beyond the Village of Ashburnham, where the terminal station was located.

5. The said railway was opened for traffic in the winter of 1855-1856 and continued in operation till some time in the year 1860, when the company having become embarrassed, and the rolling stock having been sold under execution, and the Rice Lake Bridge having been seriously damaged by the ice, it became impossible any longer to work the said railway.

6. The chief cause of the failure of the said enterprise was the nature of the structure of the Rice Lake Bridge, which, although it had been found to answer well in warmer climates, was wholly unfit to stand the extraordinary shoving of the ice in the Rice Lake, and it was found absolutely necessary, in order to keep the railway in working order, that a permanent embankment should be made across the Lake.

7. This was commenced to be done in 1858 by the company out of aid granted for that purpose by the Act 19-20 Victoria, chapter 3., and was continued to be done out of the earnings of the railway until the construction by aid granted by the Government from the Municipal Loan Fund to a rival railway deprived the company of its earnings, and compelled it to desist from the work.

8. After the railway ceased to be run, the Rice Lake Bridge was almost totally destroyed by the action of the ice.

9. The said railway remained perfectly useless till re-opened from Cobourg to Rice Lake at the time, and in the manner hereinafter mentioned.

10. By the Act 29 Victoria, chapter 79, the whole value of the said railway was declared to be $100,000, $50,000 of which, with interest, was to be paid into the Court of Chancery within two years, and $50,000, with interest, within four years after the passing of that Act, and was to be distributed, $30,000 to claimants for unpaid right of way, and the residue to the bondholders ; and all claims in excess of the said sum of $100,000 dollars were wiped out and by the Act 29 Victoria, chapter 81, the said company was authorized to unite with the Marmora Iron Company in the manner herein set forth.

11. The two companies accordingly united, and became your petitioners' company, and by their deed of amalgamation, the capital stock of your petitioners' company was made $600,000 ; of this, $170,000, together with $30,000 in cash, was given to the shareholders in the Marmora Iron Company in full for their property and rights, and the balance, $430,000, was subscribed by certain American capitalists of wealth, and was paid up by them in the manner set forth in a deed of condition to the said deed of amalgamation, and which forms the schedule to the Act 35 Victoria, chapter 38, and by the said deed of amalgamation and by the terms of the Act 25 Victoria, chapter 58, the original stock of the Cobourg and Peterborough Railway Company was reduced to 25 per cent. of its original amount, and was deferred to the said $600,000 of stock.

12. Your petitioners were authorized by the Act 29-30 Victoria, chapter 103, upon

the said amalgamation being consummated, to remove the iron rails, property, and materials from that portion of the Cobourg and Peterborough Railway lying north of Rice Lake, and to use the same in the construction of the Marmora Branch, which branch was to be from the River Trent to the Marmora Mines.

13. Your petitioners accordingly in the year 1867 removed all the iron property and materials from that portion of the railway lying north of the Rice Lake, and used the same in the construction of the Marmora branch, and the railway north of Rice Lake thus then practically ceased to be.

14 Your petitioners have, since the year 1867, been working the Marmora Mines getting out ore, transporting the same by the Marmora branch, ten miles in length to the River Trent, and thence by water to Harwood on the south shore of Rice Lake, and thence by said railway to Cobourg.

15. Your petitioners are the owners of twenty three thousand acres of mining lands in the Townships of Belmont, Lake and Marmora, of a steamer and scows used in transporting the ore, of mining apparatus, and of rolling stock, the mining apparatus, steamer, scows, and rolling stock being worth not less than $90,000; and the mining lands and railway from Cobourg to Harwood, and from the River Trent to the mines being worth not less than $560 000.

16. Your petitioners two years ago issued $260,000 of bonds charged upon all the property of the company which is now the only charge thereon, and the affairs of your petitioners and the prospects of their mining operations have been for the last two years steadily and rapidly improving.

17. At the last session of the Parliament of Ontario, your petitioners obtained an Act authorizing your petitioners to extend their line of railway from the Village of Ashburnham to the Town of Peterborough, and thence through the Townships of Smith, Ennismore, Emily, Harvey, Verulam and Fenelon, and across any intervening waters to Fenelon Falls, and thence to Parry Sound on the Georgian Bay.

18. Your petitioners propose to construct their railway from Harwood to Ashburnham, making a permanent embankment across Rice Lake as soon as practicable, to continue the said railway to Chemong Lake during the coming year, and to Fenelon Falls during the following year, and to Parry Sound if practicable during the next following year, and they propose to do the said work by themselves and not by contract.

19. Your petitioners respectfully submit that under the facts and circumstances above set forth, that portion of the said railway from Harwood to Ashburnham is entitled to aid under "The Act in aid of Railways," as well as the extension thereof from the Village of Ashburnham to Parry Sound.

20. Your petitioners are ignorant of the particular information required by your Excellency and Council before granting such aid, but will furnish the required information immediately upon being made aware thereof.

21. Your petitioners therefore pray that your Excellency and Council may be pleased to grant to your petitioners aid under the Act in aid of Railways, in respect of your petitioners' railway from Harwood to Ashburnham, and in respect of the extension thereof to Parry Sound.

And your petitioners as in duty bound will ever pray.

(Signed), W. P. CHAMBLISS,

Managing Director. [L. S.]

Dated at Cobourg, the fourth day of March, A. D. 1872.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 6th March, 1872.

SIR,—With reference to the petition of the Cobourg, Peterborough, and Marmora Railway and Mining Company for aid from the Railway Fund, I am directed to point out that that company is not authorized to construct the line in respect to which aid is asked, except upon the consent of a certain proportion of the shareholders, which does not appear to have yet been obtained.

Until proof of such consent is given, it would be premature for the Government to further consider the application of the company.

I have the honour to be,
Sir,
Your Obedient Servant,
PETER GOW,
Secretary.

J. D. Armour, Esq.,
Cobourg.

COBOURG, April 22nd, 1872.

SIR,—I have to acknowledge the receipt of your favour of the 6th ult., and I have now the honour of enclosing to you the certificate of the Secretary of the Cobourg, Peterborough and Marmora Railway and Mining Company, of the necessary consent of the shareholders and bondholders of the said company referred to in your favour.

I am,
Sir,
Your obedient servant,
J. D. ARMOUR.

Hon., the Provincial Secretary.

COBOURG, PETERBOROUGH AND MARMORA RAILWAY AND MINING COMPANY.

COBOURG, CANADA, 22nd April, 1872.

I, William Parham Chambliss, of the Town of Cobourg, in the County of Northumberland, Esquire, Secretary of the Cobourg, Peterborough and Marmora Railway and Mining Company, do hereby certify that in pursuance of the notice hereunto annexed, which was given in the *Ontario Gazette*, and in one newspaper published in the Town of Cobourg more than one month previous to the meeting hereinafter mentioned, a general meeting of the shareholders of the said company was held at the office of the said company in the town of Cobourg, on Wednesday, the seventeenth day of April, instant, at noon, and that at such meeting the following resolution was passed, more than two-thirds in value of each class of the shareholders of the said company voting therefor, namely:

"The Directors of the Cobourg, Peterborough and Marmora Railway and Mining Company be and are hereby authorized to reconstruct the said railway from Harwood to the Village of Ashburnham, and to extend the line of the said railway from the present terminus in the Village of Ashburnham to the Town of Peterborough, and thence through the townships of Smith, Ennismore, Emily, Harvey, Verulam and Fenelon, and across any intervening waters to Fenelon Falls, and thence to Parry Sound in the Georgian Bay.

And to leave subject to any debentures issued or to be issued by the said company, the whole or any part of the said railway to any person or persons for such terms and subject to such covenants, conditions and agreements as they may think proper, and to take security upon such lease by way of mortgage to secure the payment of any money or bonds to be advanced to such lessee or lessees and the performance of any covenants and agreements to be entered into by such lessee or lessees with the said company.

And to issue from time to time as occasion may require, for the purpose of the said company, debentures of the said company, for such sums payable at such times and places in such currency, and with such rates of interest not exceeding eight per centum per annum, payable half-yearly, as they may deem expedient.

And to take all such proceedings as are authorized to be taken by the Act passed in the last session of the Parliament of the Province of Ontario, entitled "An Act to authorize the Cobourg, Peterborough and Marmora Railway and Mining Company to extend its line of railway, and for other purposes.

And to enter into and make arrangements with the "Directors of the Peterborough and Haliburton Railway Company for the union, junction, and amalgamation of the Peterborough and Haliburton Railway Company with the Cobourg, Peterborough and Marmora Railway and Mining Company, or for the purchase of the Peterborough and Haliburton Railway."

And I do further certify that more than two-thirds of the bondholders of the said company have consented in writing to the said resolution so passed as aforesaid.

As witness my hand this twenty-second day of April, A. D. 1872.

(Signed,) W. P. CHAMBLISS,
Managing Director and Secretary

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 21st June, 1872.

SIR,—With reference to the application sent through you of the "Cobourg, Peterborough and Marmora Railway and Mining Company" for aid, I am to inform you that before further considering the application, the Government requires the following information:—

First.—Profile and survey of the proposed line of railway from Ashburnham.

Second.—Estimates, founded upon actual survey, of the cost of reconstructing the road from Harwood to Ashburnham, exclusive of the Rice Lake embankment, of the cost of that embankment, and of the cost of constructing the railway from Ashburnham.

Third.—Statement of the distance from Harwood to Ashburnham, from Ashburnham to Chemong Lake, and thence to Fenelon Falls.

Fourth.—Statement of the time by which it is proposed to complete the reconstruction of the road to Ashburnham, including the Rice Lake embankment.

Fifth.—Statement of the resources by which it is proposed to accomplish the works. Whether these are to be derived from stock subscriptions, municipal bonuses, or the proceeds of the bonds of the company, and if principally from the latter source, some evidence to show the possibility of their being negotiated.

Lastly.—Any evidence that is procurable to show that there exists on the part of the municipalities through which the road passes, a disposition favourable to its construction.

I am, &c., &c.
PETER GOW,
Secretary.

J. D. Armour, Esq., etc.,
Cobourg.

The Honourable the Provincial Secretary.

SIR,—I have the honour in reply to your communication addressed to me under date of June 21st last with reference to the application of the "Cobourg, Peterborough and Marmora Railway and Mining Company" for aid, to send to you herewith the profile and survey of the proposed line of railway from Ashburnham to Chemong Lake and to mention that the company have filed their map or plan and book of reference of the said proposed line in your office according to law.

I have also to state that the estimated cost of reconstructing the road from Harwood to Ashburnham, exclusive of the Rice Lake embankment and bridge, is $111,000, of that embankment and bridge is $152,176; and of constructing the railway from Ashburnham to Chemong Lake is $159,000. The cost of the Rice Lake embankment and bridge has been estimated as above by the report of Walter Shanly, Esq., sent herewith, and the cost of the residue of the road has been estimated as above by the superintendent of the company who has charge of the work for the company.

The distance from Harwood to Ashburnham is thirteen miles; from Ashburnham to Chemong Lake, nine miles, and from Chemong Lake to Fenelon Falls is twenty four miles.

It is proposed to complete the reconstruction of the road to Ashburnham, exclusive of the Rice Lake embankment and bridge, by the first day of July next and to complete that embankment and bridge according to the plans of Walter Shanly, Esq., by the first day of July, 1877, but to have the embankment and bridge so far completed as to be fit for the passage of trains by the first day of January 1874, up to which time from the first day of July next the connection across Rice Lake will be kept up by a steam ferry. Authorized by an Act of the Dominion Parliament passed last session, and by an order of His Excellency the Governor General in Council passed thereunder, the trustees of the Northumberland and Durham Savings Bank have transferred to the company their surplus amounting to $98,500, the Town of Peterborough has passed a by-law granting a bonus to the company of $40,000 on the completion of the railway to Chemong Lake, of $20,000 additional on its completion to Bobcaygeon and of $20,000 additional on its completion to Fenelon Falls.

The resources exclusive of the Government aid from which the company propose to complete the railway from Harwood to Chemong Lake including the Rice Lake embankment and bridge are the said sum of $98,500, the said sum of $40,000 and the proceeds of bonds of the company already issued and negotiated to an amount sufficient to complete said railway. In all the municipalities through which the road passes, there exists a disposition favourable to its construction, although the Towns of Peterborough and Cobourg are the only municipalities that so far have evinced such a disposition in a practical manner, the former by passing the said by-law and the latter by procuring the devotion of the Savings Bank surplus to that object.

I may add that the road from the north side of Rice Lake to Ashburnham is now ready for the iron; that all the right of way from Ashburnham to Chemong Lake with the exception of about a mile has been purchased; that the road from Ashburnham to Chemong Lake is nearly all graded and will be ready for the iron by the first day of February next; that the company have 15,000 tons of iron here ready to lay down and have purchased in England 10,000 tons more, being the balance of the iron required which will be delivered to them here as early as possible next spring. The company have also already purchased the additional rolling stock required for their reconstruction and extended line.

I have the honour to be, Sir,
Your obedient servant,
(Signed) J. D. ARMOUR,
Solicitor, C. & P. & M. R. M. Co.

Cobourg, Dec. 16, 1872.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 18th December, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of the 16th inst., transmitting a profile of the proposed line of railway of the "Cobourg, Peterborough, and Marmora Railway and Mining Company," from Ashburnham to Chemong Lake, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be, Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting-Assistant-Secretary.

J. D. Armour, Esq.,
Solicitor of the Cobourg, Peterborough and Marmora
Railway and Mining Company, Cobourg.

NORTH ADAMS, MASS., U. S.,
8th November, 1871.

DEAR SIR,—With this I send you a section of Rice Lake Crossing on centre-line of old bridge, showing extent and condition of the filling carried out from either shore, the soundings between, and the number, sizes and relative positions of the bridge piers, as now standing, &c. &c. The water of the lake during the progress of my survey last month, was represented to be at its lowest known stage—11 feet 1 inch below the rail level of railway as formerly existing.

I was also informed that the spring before last it reached its highest recorded level, rising to within 3½ feet of the rail level referred to above.

These figures give 7 feet 7 inches as the extreme fluctuation of the lake, and show that no lowering of the original grade line of the road can be ventured on.

The width of the lake on the line of survey is ascertained to be 14,158 feet.

From the south shore an embankment has been carried out as far as "Tic Island," giving of solid ground for so much of the way, and including the island itself, 4,200 feet.

On the north side solid filling up to level of low water, nearly, has been projected from the shore about 3,200 feet.

In the intermediate space (6,758 feet) there is a tolerably uniform depth, at low water, of about 10 feet, to what may be termed the upper or mud bottom. The hard, original bottom of the lake is from 12 to 14 feet further down, in other words is overlaid by from 12 to 14 feet of mud for the first 3,000 feet or thereabouts, from Tic Island. Thence, northwardly over the remainder of the unembanked space, the mud deposit overlying hard bottom will not average quite 4 feet in depth.

It is in the former part of the unembanked space—that is in the 3000 feet nearest the island and where the mud is deepest that all the piers adaptable to a new bridge are to be found. A singular oversight or engineering blunder that must have largely (as it has needlessly) swelled the original cost of construction. In the northerly half of the space a good foundation was to be had in from 8 to 9 feet less soundings than where the piers actually stand.

The piers referred to as available for a new bridge are 35 in number and appear to have been originally constructed of the uniform size of 26 x 12 feet: the greater dimension transverse to the axis of the road.

For convenience of reference I have numbered those piers, on the section, consecutively from 1 to 35—commencing at Tic Island, noting the present dimensions of each and their heights with reference to low water level.

Eight out of the 35 piers have been increased from the original dimensions of 26 x 12 to 42 feet square, and one (No. 26) to 42 x 25 feet. The first enlarged pier is No. 15 and the next, 850 feet to the northward of it, No. 25; then we have Nos. 28, 30, 32, 33, 34, 35, all of the greater dimensions.

These enlarged piers all stand at or in some instances a trifle over low water mark. In the light of past experience in the bridging of Rice Lake and with the knowledge acquired of how severely the ice will try any not perfectly stable structure, it will be wise to restrict actual bridging, in the reconstruction of the road, within such limits as will insure ample space for the free discharge of the flood waters: all the rest of the "crossing" should be solid embankment. This mode of construction is further to be recommended on the score of economy as well in first cost as in the future "keeping up" of the work. The bridge-work proper, to be of a character to resist the action of the ice, will be more expensive, foot for foot, than the embankment.

I propose, then, to limit the bridging to that part of the line where all the enlarged piers except No. 15 are to be found, making No. 25 the southerly, and No. 35 the northerly abutment: giving a total length of bridging of 819 feet and of clear water way (in 10 spans or openings) of 506 feet. This is certainly very ample provision for the waterflow, but I deem it essential to the stability of the structure that the flood-water should be allowed to pass off with the least possible accession of current. The bridge spans, to be adapted to the existing piers, will vary in width. The greatest opening being 64, and the least 31½ feet and it will be observed, that of the 9 piers (exclusive of the two abutment piers) on which the bridge will rest, three of them are of the lesser dimensions of 26 x 12 feet; one (No. 26) of the medium size, 42 x 25. The remaining five being all of the substantial bulk of 42 feet square.

These piers, it has been already noted are now fully up to low-water line, and the main outlay to fit them for the reception of the new bridge superstructure will be the raising them some 8½ feet, on an average, so as to provide for fully 2 feet clear space between the lower side of the bridge-stringer and the very highest flood level.

The deposit overlying the hard bottom of the lake is so very soft that it may safely be assumed that the cribs or piers have all settled through it and are now resting on a sure foundation, and the weight and massiveness of the five 42 feet piers may, I consider, be counted on as sufficient to resist the dragging action of the ice without budging, and without making it necessary to incur the expense of increasing to equal dimensions the three lesser cribs, (27, 29, 31,) which are to be used as intermediate supports in the construction of the bridge.

To the embankments I propose to give a width of 18 feet on top. The natural slope o the material of which they will be made, will be from $1\frac{1}{4}$ to $1\frac{1}{2}$ feet outwardly for each foot in height. Of the old or partially finished filling, that from the south shore to Tic Island, originally complete, has been so much washed that some 30,000 cubic yards of material will be needed to restore it to its proper proportions. The north side filling never was carried above its present average height (low water line) and to complete it to grade, will take about 65,000 yards.

Of the wholly new filling in contemplation that between Tic Island and Pier No. 25 (south abutment of bridge) will have an average height of not far from 33 feet and the northerly section, from pier No. 35 (north abutment) to point of junction with the now incomplete filling from North Shore will average nearly 23 feet. Heights of embankments are in all cases calculated from hard bottom to grade-line, the mud as already stated being so soft that it will be almost wholly "crowded out" by the heavy material of which the filling will be composed.

The original grade-line of the roadway—3 feet 6 inches above highest water line—may be adhered to except as regards the bridge and its immediate approaches. The former in view of the extraordinary rize of the lake last spring, and to provide against harm from a like occurence in the future, should be placed about 1 foot 6 inches higher than it formerly was, and the embankment for about 300 feet on either side, "graded up" to suit.

The draw-bridge will be most economically constructed as part of the main bridge but as I understand that it is considered desirable, as I think myself it is, to have it as near the island as possible, any suitable point may be selected. There are foundation cribs enough ready in place, to give ample scope for choice of site. Until this question has been settled I cannot say further as to the possible cost of the "draw" than that if made part of the main bridge, the expense can be kept inside of $6,000.

I estimate the cost of the whole work (track not included) on the plan above sketched and recommended as follows :

Pier work	$12,796
Bridge superstructure ($5,000 for draw)	17,580
Embankment (406,000 cubic yards)	121,800
	$152,176

These figures contemplate thoroughly good, substantial work, and with respect to the embankment I would here repeat what I said in my letter of the 25th ult.—that I have given it the least dimensions as to top-width and slopes that I could recommend as safe to adopt. That it will be subjected to rough usage from the waters of your not too tranquil lake, the present condition of the bank across to Tic Island unmistakably attest, and it will be found that even after completion on the scale contemplated above, three will still be work to be done and money to be expended. The material which is at hand for making the bank is of the very best description for such purpose ; but still it will wash and "construction trains" will have to be called into requisition from time to time, and perhaps over some years, to make good the inroads of the waves until the lighter portions of the material shall have disappeared, and left the outer casing of the embankment wholly of stone. The cost of such work as this last may properly be charged to the working expenses of the road, coming out of earnings.

Hoping that this report will be found to embrace all the principal points on which information is at present required in respect of the crossing of Rice Lake,

I am,
Dear sir,
Yours truly,
(Signed) W. Shanly.

J. D. Armour, &c., &c.,
Cobourg, Ont.

P-S. Should it be decided to carry on the work on the plan suggested. I can, if you desire it, furnish detailed plans and specifications of the pier and bridge work.

W. S.

RETURN

Of Correspondence and Papers relating to the Port Whitby and Port Perry Railway, subsequent to that Printed in Sessional Papers of 1871-2.

By command,
T. B. PARDEE,
Secretary,

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 11th MARCH, 1873.

SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO PORT WHITBY AND PORT PERRY RAILWAY.

1872.
July. 15th.—Letter, from James Dryden, President P. W. and P. P. Ry., to Provincial Secretary, enclosing—
" " Petition of P. W. and P. P. Ry. Company
" 26th.—Order in Council.
" 25th.—Letter from Provincial Secretary to President P. W. and P. P. Ry.
1873.
Jan. 7th.—Letter, from J. Marsh, Secretary, P. W. and P. P. Ry. to the Attorney General, with Report of Mr. Shier and Statements 1, 2, 3 and 4.
" 9th.—Letter from Thomas Paxton to Provincial Secretary, inclosing—
" 6th.—Letter from T. N. and W. H. Gibbs to the President P. W. and P. P. Ry.
" 13th.—Letter from Thomas Paxton to the Attorney-General.
" 10th.—Letter from Henry Dunn to the Attorney-General.
" " Letter from N. Shaw to the Attorney-General.
" " Letter from M. Boyd to the Attorney-General.
" " Letter from Greene and Ellis to the Attorney-General.
" 11th.—Letter from M. P. Jordan to the Attorney-General.
" 25th —Letter from C. Draper to the Attorney-General.
" 30th.—Memorial from Corporation of Town of Whitby.
Feb. 4th.—Letter from Assistant-Secretary to Thos. Huston, Town Clerk, Whitby.
Jan. 31st.—Letter from H. J Macdonell County Clerk, to Provincial-Secretary, enclosing
" 31st.—Memorial from Corporation of County of Ontario.
Feb. 4th.—Letter from Assistant-Secretary to H. J. Macdonell.
Mar. 8th.—Petition of Directors and Shareholders of P. W. & P. P. R. R.
" 13th.—Letter from Assistant Secretary to J. Marsh, enclosing—
" 12th.—Order in Council.

PORT WHITBY AND PORT PERRY RAILWAY.
July 15th, 1872.

HON., PETER GOW,
Provincial Secretary.

I have the honour to enclose a petition of the Port Whitby and Port Perry Railway

Company, for aid under the Railway Aid Act and the Railway Subsidy Act. Under all the circumstances, the company feel that they are entitled to aid, and ask the favourable consideration of the Government.

Waiting an early reply,
I have the honour to be,
Your obt. Servant,
(S'd.) **James Dryden**,
President.

To the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario.

The Petition of the Port Whitby and Port Perry Railway Company.

Humbly Sheweth :—

1st.—That their railway extends from Port Whitby on Lake Ontario to Lake Scugog at Port Perry, and is twenty miles long, connecting with the inland waters extending into and through the free grant and other lands of the Crown in the Counties of Ontario, Victoria and Peterborough, forming the most direct as well as the cheapest route for the exports and imports of a large portion of these counties, and has added very largely to the value of all Crown timber and Crown lands lying north of, and tributary to these inland waters.

2nd.—That the construction of this road has already conferred large benefits to the country, and when completed and fully equipped will confer greater benefits to the country than any other road in proportion to its length in the Province, forming as it does a short line of transit between the extensive inland waters navigable for over one hundred miles, and Lake Ontario, reducing the cost of transport on exports and imports fully thirty per cent over any other road.

3rd.—That your petitioners did, prior to the seventh day of December, one thousand eight hundred and seventy, let a contract for the construction of their road, your petitioners agreeing to provide the right of way and furnish rolling stock, and that the said contractor failed to complete his contract, and that on or about the tenth day of February, one thousand eight hundred and seventy one, the said contractor made an assignment of his contract to another party, with whom your petitioners concluded a bargain for the completion of their road, on or about the first day of May, one thousand eight hundred and seventy-one, and that this contractor also failed to complete the road, and abandoned said work.

4th.—That on or about the sixth day of September, one thousand eight hundred and seventy-one, your petitioners did assume and take possession of, and proceed with the construction of their railway on their own account, and that since the assumption of said works they have expended a large amount of money making cuttings, embankments, grading, ditching, fencing, laying iron, and other works connected with the construction of their road, and that said road is yet in an unfinished condition, not yet having been ballasted.

5th.—That your petitioners are unable to properly finish and equip their road without assistance, and that the county fails to receive the advantages which would accrue from a properly finished and equipped road.

6th.—That the Port Whitby and Port Perry Railway comes fully within the Act granting aid to railways, and the Railway Subsidy Act, except so far your petitioners admit that there may be a doubt as to whether the failure of the contractor to complete his contract places your petitioners within the meaning of the said Acts, though equitably and in all fairness entitled to aid thereunder ; your petitioners however claim that under all the circumstances they are within the meaning of the Acts referred to. Your petitioners most respectfully and earnestly ask as a measure of justice that they be allowed to participate in the funds provided for railways under the Railway Aid Act and the Railway Subsidy Act, and that you will be pleased to take such steps as will assure to your petitioners aid from the said fund.

As in duty bound your petitioners will ever pray.

[L. S.] (Signed,) JAMES DRYDEN,
President.

Port Perry, July 15th, 1872.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the 26*th day of July, A. D.,* 1872.

The Committee of Council have had under consideration the petition of the Port Perry and Port Whitby Railway Company, asking to be allowed to participate in the distribution of the money provided for the aid of railways under the "Railway Aid Act;" and the "Railway Subsidy Act," notwithstanding the doubts that prevail as to whether the said company's road comes within the meaning of the said Act.

The Committee advise that the petitioners be informed that the terms of the Railway Act exclude the said railway from participation in the funds therein provided, but inasmuch as such exclusion is more from the letter than the spirit of the Act, and as the petitioners have in all other respects (except as to the contract), fulfilled the conditions which would entitle them to consideration under the "Railways Aid Act," the Committee advise that their case be especially considered with a view of submitting a measure for the approval of Parliament, to enable the Government to afford such aid as the circumstances of the case would seem to justify, having regard to the assistance given to similar undertakings.

Certified,
(Signed), HENRY KINLOCH,
Assistant-Clerk, Executive Council,
Ontario.

27th July, 1872.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 25th July, 1872.

SIR,—The Government have had under their consideration the memorial of the Port Whitby and Port Perry Railway Company, transmitted by you on the 15th instant.

The terms of the "Railway Act" exclude this company from sharing in the Fund provided by that Act in aid of railways.

It is however evident that the said company are in the spirit of that Act entitled to some aid, having regard to the assistance given to other enterprises of a similar character and the Government will give the most favourable consideration to the position and circumstances of the company, with a view to obtaining authority from Parliament to deal with it as if it were technically within the meaning of the Act.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.
J. R. E.

James Dryden, Esq.,
President,
Port Whitby and Port Perry Railway Company.
Whitby.

THE PORT WHITBY AND PORT PERRY RAILWAY, CANADA,
WHITBY, January 7th, 1873.

The Honourable O. MOWAT.
Premier of Ontario,
Toronto.

SIR,—I am instructed by Mr. Dryden to send you the inclosed statement which I trust will be satisfactory.

I have the honour to be, Sir,
Your obedient servant,
J. MARSH,
Secretary.

No. 1	Shewing	cost of construction to 1st Dec. 1872	$337,290 99
2	"	Balance of liabilities over assets	82,285 74
3	"	Amount required to complete the road independent of liabilities	55,000 00
4	"	Passenger, freight traffic for six months	26,368 24

To JAMES DRYDEN, ESQ.,
President,
Port Whitby and Port Perry Railway Company.

SIR,—Agreeably to your request, I have inspected your railway and estimated the amount required to complete the earth-work and ballasting thereof together with the necessary sidings at fifteen thousand dollars.

Yours respectfully,
(Signed) JOHN SHIER,
Civil Engineer.

Whitby, January 7th, 1873.

No. 1.

STATEMENT of the cost of constructing the Port Whitby and Port Perry Railway to 1st December, 1873.

To paid	John H. Dumble on contract	$101,800 00
"	C. E. English as per agreement entered into May 14th, 1871	23,266 54
"	" sunds. stock awarded	24,176 50
"	" amount of award in cash	23,000 00
"	By company after resuming work	24,234 67
"	For iron rails, fish plates, &c	97,000 00
"	Right of way	18,388 40
"	Parliamentary expenses, printing, engineering, &c	11,901 22
"	Office expenses	749 52
"	Taxes	80 41
"	Law expenses, arbitrations, &c	1,398 92
"	Port Perry docks	6,726 50
"	Engine house, Port Perry	1,623 90
"	Plant and tool account	163 27

To paid Car hire account used in construction to 1st June, 1872...	$1,635 27
" Uxbridge and northern extension..................................	89 37
" Salary account..	1,056 50
	$337,290 99

I hereby certify this is a true statement of the above account.

(Signed) J. Marsh,
Secretary and Treasurer.

No. 2.

Statement of the affairs of the Port Whitby and Port Perry Railway Company to 1st December.

Liabilities.

Bills Payable..	$75,015 00	
Other Liabilities	23,250 03	
		$98,265 03

Assets.

Amount due on Stock considered good. " Class A.".............	4,250 00	
" " " " " " Class B."............	4,800 00	
Bills Receivable..	6,929 29	
		15,979 29
		82,285 74
First Mortgage Bonds deposited as collateral for Bills Payable.	97,000	

I hereby certify that the above is a true statement of the liabilities and assets of this company.

(Signed) J. March.
Secretary and Treasurer.

No. 3.

Statement showing the amount required to complete the Port Whitby and Port Perry Railway.

	$ ct.
Right of Way unsettled for..	8,000 00
Estimated cost of constructing siding to connect with Grand Trunk and the erection of a freight shed there..	2,000 00
Estimated cost of constructing filling Lake and extending docks at Port Perry......	5,000 00
Estimated cost of constructing piers or docks at Whitby Harbour.....................	10,000 00
Estimated cost of constructing new locomotives...	15,000 00
Earthworks, ballasting, etc., as per Shier's report....................................	15,000 00
	55,000 00

I hereby certify that all of the above is required to complete the Port Whitby and Port Perry Railway.

(Signed) J, R. Kimball
Superintedent.

PORT WHITBY AND PORT PERRY RAILWAY.

STATEMENT of Passenger, Freight Traffic, and Mail Service, for six months ending 1st December, 1872.

Month Ending.	Number of Passengers.	Barrels Flour.	Cords Wood.	Barrels Apples.	Bdls. Lath.	Shingles.	Staves and Heading.	Barley.	Wheat.	Square Timber. Feet.	Lumber.	Mail Service.	Passenger.	Freight.	Total.
												$ cts.	$ cts.	$ cts.	$ cts.
June 30 ...	520	......	......	......	......	......	......	......	......	......	1,771,379	47 52	208 00	2,165 16	2,420 68
July 31 ...	1,882	......	......	......	......	......	......	......	......	......	1,564,500	58 32	1,084 62	2,308 14	3,451 08
Aug. 31 ...	1,430	200	73½	......	......	......	20,000	......	......	120,872	1,557,000	58 32	693 15	4,623 89	5,375 36
Sept. 30 ...	2,057	183	......	......	......	......	......	6,408	1,936	243,088	1,296,000	54 00	819 95	6,106 91	6,980 86
Oct. 31 ...	1,692	1,525	226¾	12	......	232,500	62,600	38,071	15,104	......	1,413,400	58 32	669 74	3,655 64	4,383 70
Nov. 30 ...	1,996	2,238	131	422	1,905	......	73,000	7,386	992	......	1,701,500	56 16	791 10	2,909 30	3,756 56
Total	9,577	4,146	434¼	434	1,905	232,500	155,600	51,865	18,032	363,960	9,303,779	332 64	4,266 56	21,769 04	26,368 24

Jan. 9.—**Acknowledgment of above to J. Marsh, Secretary of Company.**

TORONTO, 9th January, 1873.

MY DEAR SIR,—Enclosed please find a letter written by Mr. Gibbs to the President of the Port Whitby and Port Perry Railway, in reference to aid from the Government to said railway.

Trusting you will favourably entertain the claims of that public work,

I am, yours truly,
THOMAS PAXTON.

Hon. T. B. Pardee,
Provincial Secretary.

OSHAWA, 6th January, 1873.

DEAR SIR,—As it is possible some appropriations may be made by the Ontario Legislature at its approaching session, in aid of the railways of the Province, we take the liberty of addressing you on the subject. We have been informed that the company of which you are president, viz., the Port Whitby and Port Perry Railway, intends to apply for a grant in its favour.

If we can be of any assistance to you in any way, we shall be happy to render it. It would be satisfactory for us to learn that your applications, both for grant to complete what is now in running order, and also to extend the road further into the interior had been favourably entertained.

Although your line is not one calculated to benefit us, but rather the reverse, yet in the public interests, we see no reason why your claims to assistance should not be recognised.

We are, dear Sir,
Yours very truly,
THOS. N. GIBBS, M.P.
W. H. GIBBS, M.P.

James Dryden, Esq.,
President of the
Port Whitby and Port Perry
Railway Company.

Jan. 11.—Acknowledgment of above to Thomas Paxton, M.P.P.

TORONTO, 13th January 1873.

MY DEAR SIR,—Enclosed please find five letters addressed to you from lumbermen extensively engaged in the trade north of Peterborough and Victoria in reference to your Government giving aid to the P. W. and P. P. R. R.

I trust that you will be favourably impressed with the great claims of that public work.

I am,
Yours truly,
(Signed) THOMAS PAXTON.

Hon. O. Mowat,
Attorney-General.

BOBCAYGEON, Jan. 10th, 1873.

Understanding that the Port Whitby and Port Perry Railway Co. has not been the recipient of any grant from the Ontario Aid Fund, I deem it a duty in a spirit of justice to bring their claims to the above fund under your notice.

This railway has been the means of not only benefiting the district through which it passes, but more especially the extensive lumber trade of the north, saving not less than forty cents per m. feet on the cost of transportation.

Hoping your Government will give this your favourable consideration,

I am,
Your obedient servant,
(Signed) HENRY DUNN.

Hon. O. Mowat, Toronto.

PETERBOROUGH, Jan. 1873.

To the Hon. O. MOWAT,
Toronto.

SIR,—I beg to say that in consideration of the great benefits to be conferred upon the country through which it passes, and especially to the northern lumber trade, I think that the Port Perry and Whitby Railway Company are justly and fairly entitled to a grant from the Ontario Railway Aid Fund. The line has been the means of equalizing and reducing the tariff in lumber and other commodities, and is, therefore, in my opinion, deserving of assistance.

I am,
Sir,
Truly yours,
(Signed) N. SHAW,
Reeve W.

BOBCAYGEON, January 10th, 1873.

SIR,—Understanding that the Port Whitby and Port Perry Railway Company has not been the recipient of any grant from the Ontario Railway Aid Fund.

I deem it a duty in a spirit of justice to bring their claim to the above fund under your notice.

This railway has been the means of not only benefiting the district through which it passes, but more especially the extensive lumber trade of the north, saving not less than forty cents per m. ft. on the cost of transportation.

Hoping your Government will give this your favourable consideration.

I am,
Your obedient servant,
(Signed) W. BOYD.

Honourable O. Mowat,
Toronto.

OFFICE GREEN & ELLIS,
Manufacturers and Dealers in Lumber and Shingles,
FENELON FALLS, ONT., 10th January, 1873.

SIR,—Understanding the Port Whitby and Port Perry Railway Company has not been the recipient of any grant from the Ontario Railway Aid Fund, we deem it our duty in the spirit of justice, to bring their claims to the above fund under your notice. This railway has been the means of not only benefiting the district through which it passes but more espepecially the extensive lumber trade of the north, saving not less than forty cents per thousand feet on the cost of transportation. Hoping your Government will give this your best consideration.

We are,
Truly yours,
(Signed) GREENE & ELLIS.

To the Honourable O. Mowat,
Toronto.

PETERBOROUGH, January 11th, 1873.

SIR,—The Port Perry and Whitby Railway has been a great boon to lumbermen and this section of country. Any claim they may put forward for aid from the Railway Fund ought to be favourably considered.

Your obedient servant,
(Signed) M. P. JORDAN.

To the Honourable O. Mowat.

HON. O. MOWAT,
Attorney-General, Toronto.

DEAR SIR,—A deputation will be in Toronto on Wednesday next, to wait upon Mr. Farewell and the Government, respecting the proposed grant to be given to the P. W. and P. P. R. Until then I hope no action will be taken by the Government respecting it.

Respectfully yours,
January 25th, 1873. (Signed) C. DRAPER.

To His Excellency, the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario. In Council assembled.

The memorial of the Council of the Corporation of the Town of Whitby,

HUMBLY SHEWETH:

That your memorialists aided in the construction of the Port Whitby and Port Perry Railway by a bonus to the amount of fifty thousand dollars, and that they also subscribed for stock to the amount of ten thousand dollars.

That this aid, so given, was obtained from your memorialists upon the express agreement that the line was to be continued to Beaverton, or some other point north, in the direction of the Georgian Bay; and that unless so continued, the section of the said road to Port Perry would be a positive injury instead of proving a benefit to the Town of Whitby.

That the stock subscription amounts to upwards of thirty-six thousand dollars, and was also obtained from the inhabitants of the Town of Whitby upon the like condition.

Your memorialists therefore pray that a grant of two thousand five hundred dollars per mile for the section of the said road from Whitby to Port Perry, and three thousand dollars per mile for the extension north, be made, so that your memorialists may be protected in payment of said grant, with due regard to the conditions for an extension of said road, at the time of giving their bonus and subscribing their stock.

And your memorialists, as in duty bound, will ever pray.

(Signed) JAMES GREENWOOD,
Mayor.
(Signed) THOMAS HUSTON,
Whitby, 30th January, 1873. *Town Clerk.*

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, February 4th, 1873.

SIR,—I have the honour to acknowledge receipt, through you, of a memorial from the municipal council of the Town of Whitby, asking for a grant of money to the "Port Perry and Port Whitby Railway Company," under certain conditions, and to inform you that the subject will be submitted to his Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your most obedient servant,
Signed) I. R. ECKART.
Assistant-Secretary.

Thomas Huston, Esq.,
Town Clerk, Whitby.

COUNTY CLERK'S OFFICE, ONTARIO,
WHITBY, January 31, 1873,

SIR,—I have the honour to transmit a memorial from the council of the corporation of the County of Ontario, praying for aid to the Port Whitby and Port Perry Railway Company, and that you will be kind enough to hand the same to his Excellency the Lieutenant-Governor, at your earliest convenience.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) H. J. MACDONELL.

The Honourable
The Provincial Secretary.

PROVINCE OF ONTARIO.

To The Honourable William Pearce Howland, C. B., Lieutenant-Governor and Council assembled.

The Memorial of the Corporation of the Municipal Council of the County of Ontario

HUMBLY SHEWETH :—

That the line of railway known as the Port Whitby and Port Perry Railway, although coming as your memorialists are advised within the provisions of the Act in aid of railways has been hitherto excluded from any Government grant.

That the said railway connects Lake Ontario with the head of Lake Scugog, and the net-work of inland waters running through the Counties of Ontario, Victoria and Peterboro, and that the extension would connect with the Free Grant Territory: thus affording communication with, and aiding the settlement of the Public Lands of the Crown.

That the County of Ontario has never received any Government aid for public works or improvements.

Your memorialists therefore pray that the sum of two thousand dollars per mile be granted to that portion of the said railway between Port Whitby and Port Perry, and also the sum of four thousand dollars per mile on the extension of said road to some point on the Georgian Bay, running centrally through the County of Ontario.

(Signed) H. J. Macdonell.
Clerk, County Council, Ontario.

(Signed,) JAMES O. GAY,
Warden County of Ontario. (Seal.)

Dated at Whitby, the 31st day of January, A. D., 1873

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 4th February, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of a memorial from the municipal council of the County of Ontario praying for aid to the Port Whitby and Port Perry Railway Company, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) I. R. ECKART,
Assistant-Secretary.

H. J. Macdonell, Esq., Whitby.

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario, in Council assembled.

The petition of the Directors and Shareholders of the Port Whitby and Port Perr-y Railway Company

HUMBLY SHEWETH:

That your petitioners unite in asking that their claims for railway aid should be considered, and an appropriation of two thousand five hundred dollars per mile be granted to their line of railway from Port Whitby to Port Perry.

That they feel that the company are fairly and equitably entitled to aid, and that in order to relieve the company from embarassment in the future working of the road a grant of this amount per mile to this company is especially desirable.

And your petitioners will ever pray.

Dated March 8th, 1873.

DIRECTORS.

James Dryden.
James Halden.
A. Ross.
Wm. Paxton, Jun.
Charles Marsh.
Edward Major.
C. Draper.
Charles Paxton.
Jno. Dryden.

SHAREHOLDERS.

Joseph Bigelow.
Henry Charles.
Isaac J. Davis.
J. W. Davis.
Geo. W. White.
John C. Kersten.
James Jewett.
J. W. Allison.
Daniel Ireland.
William Tate.
John Nott.
W. M. Cochrane.
Jonas J. Smith.
Joseph Letche.
J. Hawer Greenwood.
Hatch Bros.
T. H. McMillan.
Lewis Allan.
Robt. Campbell.
C. E. English.

Memo.—Acknowledgment of above. 14th March, '73.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 13th March, 1873.

SIR,—I have the honour to transmit herewith the copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the 12th day of March, 1873.

I have the honour to be,
Sir,
Your obedient servant,
(S'd.) I. R. ECKART,
Assistant-Secretary.

J. Marsh, Esq.,
Secretary "Port Whitby and Port Perry Railway Co," Whitby.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the Twelfth day of March, A. D., 1873.

The Committee of Council, have had under consideration the application of the Port Whitby and Port Perry Railway Company for aid, under the Acts Aid of Railways and they advise that subject to the ratification of this Order in Council by resolution of the Legislative Assembly, (in default of which this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the said company of a sum equal to $2000 per mile of their railway for the distance which is completed between the waters of Lake Ontario and Lake Scugog. Provided, however, that this Order and any ratification thereof shall be of none effect unless the Bill entitled "An Act respecting the position of the Port Whitby and Port Perry Railway Company under the Acts in Aid of Railways," becomes law.

Certified,

J. G. Scott,
Clerk, Executive Council,
Ontario.

13th March, 1873.

RETURN

Of Correspondence and Papers relating to The London, Huron and Bruce Railway, subsequent to that printed in Sessional Papers of 1871--2.

By Command.

T. B. PARDEE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 11th March, 1873.

SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO THE LONDON, HURON AND BRUCE RAILWAY.

1872.

March 5th.—Letter from Acting Assistant-Secretary Eckart to Secretary of L., H. and B. Railway.

" 9th.—Letter from Secretary of L. H. and B. Railway to Acting Assistant-Secretary Eckart, enclosing

" 8th.—Copy Deposit Receipt from Bank of Commerce, London.

" 13th.—Certificate of list of subscribers to the Capital Stock of L., H. and B. Railway.

" " —Names of subscribers and number of shares.

May 3rd.—Letter from W. W. Farran, Reeve of Clinton to Provincial Secretary, enclosing

1871.

Oct. 25th.—Indenture between the Village of Clinton and the L., H. and B. Railway.

1872.

May 18th.—Letter from Reeve of Clinton to Provincial Secretary.

" 27th.—Letter from Secretary L., H. and B. Railway to Provincial Secretary, enclosing

" 20th.—Letter from Geo. Lowe Reid, engineer of G. W. R., to Secretary of L. H. and B. Railway.

" " —Estimated Cost of L., H. and B. Railway from Junction, 4 miles west of London, to Wingham—$66\frac{4}{5}$ miles.

July 9th.—Telegram from Robert Reid to Provincial Secretary.

" 9th.—Telegram from Provincial Secretary to Robert Reid.

" " —Memorandum—Maps of the Counties of Middlesex and Huron, showing line of L., H. and B. Railway between London and Wingham—Profiles of Sections Nos. 1, 2 and 3.

" 17th.—Letter from Provincial Secretary to Secretary of L., H. and B. Railway.

" 17th.—Memorial of Deputation from County of Huron.

" " —Memorandum—Route of the L., H. and B. Railway.

" " —Petition from Residents and ratepayers of County of Huron.

Oct. 23rd.—Letter from William Sloan, Chairman of Committee of County of Huron to Provincial Treasurer.

Nov. 4th.—Letter from Provincial Secretary to Secretary L., H. and B Railway.
" 6th.—Letter from Secretary L., H. and B. Railway to Provincial Secretary.
Dec. 2nd.—Letter from Secretary L., H. and B. Railway to Provincial Secretary, enclosing.
" 2nd.—List of Subscribers to the Stock of L., H. and B. Railway.
" " —Memo. of By-laws of municipalities, Clinton, London Township, City of London, Usborne, Stephen, Hay, East Wawanosh and Hullett.
April 4th.—Guarantee of a deputation from the different municipalities in County of Huron.
July 3rd.—Letter from W. W. Farran, Chairman of Delegation, County Huron, to Secretary L., H. & B. Railway.
" " —Memo. of Bonuses voted and to be voted under within guarantee by ratepayers of Clinton Village, East Wawanosh Township, Morris, Hullett, Goderich, Turnberry, Tuckersmith, Stanley, Lucan Village, and Biddulph Township.
Nov. 26th.—Letter from Joseph Price, Secretary and Treasurer of G.W.R. to Secretary L., H. and B. Railway.
Dec. 17th.—Letter from Secretary L., H. and B. Railway to Provincial Secretary.
" 18th.—Letter from Acting Assistant-Secretary Eckart to Secretary of L., H. & B. Railway.

1873.
Jan. 20th.—Letter from Secretary of L., H. & B. Railway to Provincial Secretary forwarding certified copies of By-laws.
" " .—Memo. of Certified Copies of By-laws of Townships East Wawanosh, and Hullett, and Villages of Clinton and Lucan.
" 23rd.—Letter from Acting Assistant Secretary Eckart to Secretary L., H. and B. Railway.
Feb. 6th.—Letter from Secretary L., H. and B. Railway to Provincial Secretary forwarding certified Copies of By-laws.
" " .—Memo. of certified copies of By-laws, Townships of Morris, Turnberry and Goderich.
" 7th.—Letter from Acting Assistant-Secretary Eckart to Secretary L. H. and B. Railway.
" 20th.—Letter from Secretary L., H. and B. Railway to Provincial Secretary.
March 10th.—Telegram from Assistant Secretary Eckart to S. P. Maybee, Port Rowan.
" 11th.—Letter from Secretary L., H. and B. Railway to Provincial Secretary enclosing
" " —Agreement between London, Huron and Bruce Railway Co. and Great Western Railway Co.
" 15th.—Letter from Assistant-Secretary Eckart to Secretary of Company
" " —Report of S. P. Maybee, Inspector, on proposed route of London, Huron and Bruce Railway.
March 20th.—Memorandum in the matter of the London, Huron and Bruce Railway.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 5th March, 1872.

SIR,—I have the honour to call your attention to my letter of 6th ultimo, in which you were requested to furnish certain information bearing on the application of the "London, Huron and Bruce Railway Company," for aid from the Railway Fund, and to enquire whether that company proposes to comply with the requisitions contained therein, and, if so, the date at which the Government may expect such compliance.

The requirements were as follows:—Details of the stock subscriptions made subsequently to the list already furnished, with a certificate of the *bona fides* of the subscriptions, and the ability of the stockholders to pay the same, and a profile and plan of the road based upon actual survey, with a detailed estimate of the cost, based upon such survey.

I have the honour to be, Sir,
Your obedient servant,
I. R. ECKART.
Acting Assistant-Secretary.

Thomas Churcher, Esq.,
Secretary,
London, Huron and Bruce Railway, London.

LONDON, HURON AND BRUCE RAILWAY,
LONDON, 9th March, 1872.

SIR,—In reply to your letter of the 5th instant, calling attention to another of the sixth ultimo, I have the honour to inform you that the deposit of twenty thousand dollars, being twenty per centum of one hundred thousand dollars, stock subscribed, has been paid into the Canadian Bank of Commerce (certificate thereof enclosed).

The requisite advertisements will be published next week, for the meeting of stockholders to elect the board of directors ; meanwhile the provisional board intend to make the actual survey of the road, and hope to fulfil all the requirements of Government in about two months from this present.

I shall have the honour, on Monday, to send you the supplementary list of subscribers to the stock, with certificate.

I have the honour to be, Sir,
Your obt. servant,
THOS. CHURCHER,
Secretary.

I. R. Eckart, Esquire,
Acting Assistant-Secretary,
Provincial Secretary's Office, Toronto.

THE CANADIAN BANK OF COMMERCE.
LONDON, ONTARIO, 8th March, 1872.

The President, treasurer and secretary of the London, Huron and Bruce Railway Company, have this day deposited the sum of twenty thousand dollars to the credit of the company in this office of the bank.

(Signed,) W. SIMPSON,
Manager.

We certify that the within is a true list of the subscribers to the capital stock of the London, Huron and Bruce Railway Company, and to the best of our knowledge and belief the subscribers are able to pay the amount of stock they have each subscribed ; and we certify that the amount paid in by the subscribers of twenty per centum deposit on their shares, now deposited in the Canadian Bank of Commerce, London, is twenty thousand seven hundred dollars.

(Signed,) JOHN BIRRELL,
President.

London, Ontario,
13th March, 1872.
(Signed,) THOS. CHURCHER,
Secretary.

Names of Subscribers to the Capital Stock of the London, Huron and Bruce Railway Company.

	NUMBER OF SHARES.
John Birrell	200
E. W. Hyman	100
E. W. Harris	172
Alexander Johnston	40
G. Moorhead	10
Hon. J. Carling	200
E. Adams & Co	40
Croft, Powell & Co	10
John Plummer	10
Cowan & Wright	10
Thomas Beattie & Co	10
T. Thompson	100
J. Atkinson	40
Thomas Churcher	30
Smith & Chapman	40
Laing, Sutherland & Co	20
Bishop of Huron	20
A. Chisholm & Co	20
William Farris	2
J. Dyas	2
B. A. Mitchell	10
R. Brummett	4
Green, Peters & Co	40
R. S. Murray	10
L. C. Leonard	10
R. Reed	20
G M. Gunn	4
R. F. Bullen	2
Alexander Tytler	2
J. J. Spettigue	4
Joseph Jeffery	2
John Williams	20
M. Knowlton	2
H. C. Green	5
W. K. Kains	2
W. J. Reid & Co	10
John Mills	2
William Robinson	2
T. W. Smart	2
D. Regan	1
J. E. Baker	2
M. Anderson	10
Alfred Rowland	2
Frederick Rowland	20
L. Gibson	2
H. D. Cameron	2
V. Cronyn	10
Charles Hutchinson	4
J. W. Peddie	2
Wm. H. Elson	2
John Campbell	4
J. Ashton	2
D. Sterling	2
E. Plummer	2
Thomas Winnett	2

	NUMBER OF SHARES.
Winnett & Son	5
Thomas Green	2
John Elson, jun	2
Thomas Pearson	2
E. A. Taylor & Co	1
J. Shanly	3
Wm. Hodson	2
James Smith	2
T. & J. Morrison	2
James Seale	10
Henry Bryant	20
Henry D. Long	4
Samuel Stewart	2
Josiah Blackburn	10
I. M. Cousins	10
I. H. Flock	10
Wm. McCandless	1
Isaac Carling	40
James Pickard	20
T. Greenway	10
Thomas Turrell	10
Wm. Drew	5
Thomas Fitton	6
John Greenway	2
William Greenway	2
James N. Howard	2
T. A. McConnell	2
Joseph Bowden	2
Edred Drew	3
David Johns	2
Alexander G. Dyer	1
Robert Sanders	1
Charles Southcott	1
Charles Eacrett	1
George Samuel	2
R. Pickard	1
A. D. Freeman	2
H. B. Weenans	1
John Trick	2
C. & S. Gidley	1
Thomas Gidley	2
George Harwood	2
R. Stanlake	2
B. V. Elliott	2
S. Sanders	1
Charles Either	2
Kent Willson	5
Archibald Fisher	5
McCullock & Flock	3
Thomas L. Joble	3
John Gregory	5
Joseph Rerdon	1
Hiram Lumney	1
Thomas Abraham	1
Thomas Farrow	2

Names of Subscribers, &c.—Continued.

	NUMBER OF SHARES.		NUMBER OF SHARES.
Samuel Colbee	4	John Ritchie	1
Simon Armstrong	2	Robert Kerr	1
William Morrison	2	Patrick Kelly	5
Donald Robertson	2	Alfred Brown	4
Walter Allison	2	Patrick Mahon	1
Cornelius G. Bell	2	Elijah Mitchell	1
William Sloan	4	E. Beltz	5
D. B. McKinnon	1	Wm McDonough	10
R. Holmes	1	G. G. Magee	10
H. D. Drummond	4	J. Beaton	2
John Neelands	2	R. S. Murray	10
R. W. Marks	2	E. Rowland	3
John McIntosh	2	W. Rooks	10
William Scott	1	P. Cook	2
Duncan Cameron	1	J. M. Denton	5
Robert Millis	2	J. G. McIntosh	10
N. Munro	2	R. Lewis	10
John B. Smyth	10	Major John Walker	460
John McClary	10	Mr. C. Chapman	2
Oliver McCleary	10	Sheriff W. Glass	10
John Elliott	20	Mr. S. Peters	20
James Southcott	2	" L. Saunby	10
Elliott Brothers	20	" G. Philips	10
Charles P. Hunt	20	" G. Moorhead	10
A. E. Pavey	10		
John Peters	5		2,070

20 per cent. deposit paid in as per Bank receipts, dated 8th March, 1872	$20,000
Subsequent deposits paid into Bank on March 11th, 1872	450
" " " " 12th "	250
	$20,700

CLINTON, Ont., May 3rd, 1872.

SIR,—On behalf of the Municipality of Clinton, and of adjoining municipalities interested, I beg to submit to the Government of Ontario the following statement and application in respect to the grant in aid of the London, Huron and Bruce Railway. At the time when the assurance was given by the Government that a grant would be made from the Provincial Treasury to this railway if all the conditions were complied with, the route had been fixed to pass through this village, the name of which is mentioned in the provisional Order in Council on the subject. We also hold a contract with the company to that effect, of which I beg to enclose a copy.

We are now given to understand that, under a proposed arrangement with the Great Western Railway Company for constructing the road the question of route may be re-opened and that, if it should be found for any reason to suit that company better to build the road on what is known as the eastern route, through Seaforth to Ainlayville, that route may be taken.

We beg to say that any such change of route would do great injustice to the municipalities along the central (or Clinton) route, which have voted considerable bonuses on the faith of the agreements and promises of the London, Huron and Bruce Company, and also on the understanding that the Government aid would be granted to this route. These municipalities are Clinton, which has voted $10,000; Hullett, $15,000, and East Wawanosh $18,000. Several other municipalities are prepared to vote bonuses for the central route whenever called upon, so that there can be no pretence of any necessity for changing the route on account of the want of funds.

To change from the central to the eastern route would, we consider, contravene the principle on which the Government aid is granted to railways, as it would remove the road from a line of country where it is needed, (between Clinton and Wingham) to a line where ample railway accommodation is, or soon will be supplied. Seaforth, which has the Grand Trunk Railway, and Ainleyville, which will have the Southern Extension of the Wellington, Grey and Bruce Railway, are only about sixteen miles apart, whereas Clinton and Wingham are about twenty-two miles apart, with the Villages of Londesborough, Blyth and Belgrave between them, all centres of considerable trade.

In one of these villages, Blyth, the registry office for the North Riding of Huron, is situated, and the loss of the railway to this village will be a serious public inconvenience to a large part of this riding.

The central route passes as nearly as possible along the central line of the County of Huron, and will accommodate, in some degree, nearly every township in both the northern and southern sections of the county. The eastern route, north of Seaforth, will only accommodate a few of the townships on the eastern border of the county.

A change of route would cause much dissatisfaction among the large majority of ratepayers in this county.

It will be apparent, from the facts which have been stated, and from the enclosed agreement, that a change of route cannot be made without a breach of contract and of faith on the part of the company towards the municipalities which have voted bonuses for the central route. We would further respectfully submit for consideration that, by the agreements which have been made and the other proceedings which have been taken, the choice of route which the Act of Incorporation gives to the company, has been actually and finally determined, so that no change can now legally be made except by consent of all those municipalities, or by authority of a new Act of Parliament.

It is proper to state that we are assured, and have no reason to doubt, that the sentiment of the board of directors of the London, Huron and Bruce Company remains strongly favourable to the central route, and we have only to fear that their views may possibly be overborne by some supposed convenience of another company. As the Government aid is given, not for the convenience or advantage of any company, but solely for the benefit and accommodation of the public, we would respectfully ask that, before any such change is sanctioned by the Government, an opportunity shall be allowed to this municipality, and to others interested, of being heard upon the question, and of giving our reasons for holding that the change would be injurious to the public interests, illegal and unjust.

To avoid misapprehension, I would state that an arrangement by which the road will be constructed by the Great Western Company, will be entirely satisfactory to us if it accords with our existing agreements, and does not involve a change of route, as we have confidence in the energy and good management of that company, and believe that the road in their hands passing through a line of country where it is required, will be an important public benefit.

I beg also to add, that we make this application in full assurance that the Government will not sanction any proceeding which is once shown to be not strictly in accordance with the principle of the law under which the public money is granted, and with the just rights of all parties concerned.

I am, Sir,
Very respectfully,
Your obedient servant.
(Signed) W. W. Farran.
Reeve of Clinton.

Hon. Peter Gow,
Provincial Secretary,
Toronto.

This indenture, made in duplicate between the corporation of the Village of Clinton (hereinafter called "the Village of Clinton") of the first part, and the London, Huron and Bruce Railway Company, (hereinafter called "the Railway Company") of the second part.

Whereas the railway company have undertaken to build a line of railway from the City of London, by way of Brucefield, to and beyond the Village of Blyth, touching at the Village of Clinton, and have agreed to erect and maintain a station on the said line of railway within the limits of the Village of Clinton:

And, whereas, in consideration thereof, the said village has agreed to grant a bonus of ten thousand dollars, to the said railway company, to aid in the construction thereof, upon and after the completion of the grading of the said line of railway, from the said City of London to within three miles of the said Village of Clinton:

Now this indenture witnesseth that the said parties hereby agree that the said debentures and coupons, thereto attached, shall be delivered to the trustees appointed to receive the same under the Act of Incorporation of the said railway company, but that the said trustees shall hold the same, and shall not sell, convert or otherwise dispose of the same until after the said line of railway shall have been graded from the said City of London to a point within three miles of the said Village of Clinton, and from and after the happening of the said event, and not before, the said trustees shall and may convert or sell the said debentures and place proceeds of same to credit of "the London, Huron and Bruce Railway Municipal Trust Account," as per the said Act of Incorporation, after having first cancelled all the coupons for interest that have become due at that time and returned same to the said Village of Clinton, and shall and may pay over said funds to said railway company, under terms of said Act, upon works of construction within the limits of said Municipality of Clinton, and a point two miles north of same, in proportion to the work done, upon the certificate of the engineer of the said company, that the proportionate part of the said work had been so done within the said limits. And it is hereby declared that the said village would not have passed the by-law, granting the said bonus, or granted the same, except for the purpose of securing the building of the said line by the route aforesaid, and erection of station buildings within said Municipality of Clinton, and the expenditure of the said money upon the work of construction aforesaid.

And it is hereby further declared that the railway company accept the said bonus subject to all the stipulations herein contained.

In witness whereof, the reeve of the said Village of Clinton has hereunto set his hand and affixed the corporation seal of the said municipality, and the president and secretary of the provisional board of directors of the said railway company, as such president and secretary have hereunto set their hands and affixed a seal, as the corporate seal of the said company, this 26th day of October, in the year of Our Lord 1871.

(Signed) W. W. FARRAN.
Reeve. [L.S.]
(Signed) JOHN BIRRELL.
President. [L.S.]
(Signed) THOS. CHURCHER.
Secretary.

CLINTON, ONT.,
18th May, 1872.

SIR,—On the 3rd instant I had the honour of addressing you a letter respecting the Government grant to the London, Huron and Bruce Railway. I do not feel sure that the letter came to your hands—I beg to enquire whether you received it, and if we may rest assured that this and the other municipalities which have voted bonuses for the railway will be allowed an opportunity of being heard before any change of route adverse to their interests is sanctioned by the Government.

The great importance of the question to the interests and rights of these municipalities must be my excuse for troubling you again on the subject,

I am, Sir,
Very respectfully,
Your obedient Servant,
(Signed) W. W. FARRAN.

The Hon. Peter Gow,
Provincial Secretary,
Toronto.

London, Huron, and Bruce Railway,
London, May 27th, 1872.

Honourable **Peter Gow**,
Provincial Secretary,
Toronto.

Sir:—I have the honour to enclose you a copy of a letter from George Lowe Reid, Esq. Engineer-in-chief of the Great Western Railway Company, in relation to the survey of the London, Huron and Bruce Railway and the completion of the maps, profiles and estimates.

I trust to be able to fulfil all the requirements of Government necessary to obtain an Order in Council recommending an appropriation from the Railway Fund in a very short time.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) Thos. Churcher,
Secretary.

London, Huron and Bruce Railway, London.

Great Western Railway of Canada,
Hamilton, Ont., 20th May, 1872.

Dear Sir,—I have received yours of 18th instant; my assistant and party have completed the survey and levels of the line *via* Clinton to Wingham, and have arrived here to make the maps and profiles, which will be done this week. I can let you have copies of the same with my detailed estimate of cost, by the first week of June. The total length of this line is 67 miles. The alternative line *via* Seaforth and Ainlayville will be surveyed immediately after the plans and profiles of the first line are finished.

Yours, faithfully,
(Signed) George Lowe Reid.

London, Huron and Bruce Railway.
Thomas Churcher, Esq.,
Secretary,
London.

Hamilton, 10th June, 1872.

Estimated cost of London, Huron and Bruce Railway from Junction 4 miles west of London to Wingham—a distance of 66 $\frac{8}{10}$ miles.

111	acres, clearing and close chopping $25,	$2,775	00
24	do. grubbing, $2	4,800	00
608,590	cubic yards excavation, 23c	139,975	70
56	public road crossings, exclusive of cattle guards, at $40	2,240	00
190	private do. $25	4,750	00
980,427	F. B. W. timber in culverts and cattle guards, $20	19,608	54
305,000	do. in trestles 15 feet high, $20	6,100	00
250,700	do. do. 20 do. $20	5,014	00
67,220	do. do. 35 do. $22	1.478	84
40,692	lbs wrought iron in do. 8c	3,255	36
7,434	lbs. cast do. 6c	446	04
7,800	lineal feet piling, 15 in. clear at butt, 25c	1.950	00
	bridges over River Sable, complete sta. 927	10.885	30
	do. over branch of Sable, do. 1,442	5.696	38
	do. over Bayfield river, do. 1,852	6,152	02
	do. over do. near Clinton, 2,345	13,929	04
	do. over Maitland river, sta. 2,677	7,040	04
	do. over creek at Blythe, do. 2,907	8,667	24

bridges over Maitland at Wingham, sta. 3,474...	9,903 90
4 do. over railway and public roads, ...	1,862 60
150,000 cross ties in main line and sidings, 35c............	52,500 00
45,000 rods fencing and gates, $1.25	56,250 00
175,000 cubic yards ballasting 35c...........................	61,250 00
Allowance for contingencies....................................	38,500 00
	$465,030 00

Being at the rate of (very nearly) $7,000 per mile.

Amount brought forward,............	$7,000 00
Rails weighing 50 lbs. per yard and joint fastenings complete, ...	5,540 00
Station buildings, water-tanks, turn-tables, switches and signals, &c....	550 00
Right of way, agents' expenses, conveyancing, &c.	800 00
Engineering, salaries, and office expenses, ...	400 00
	$14,290 00

Or say a total cost of $14,300 per mile.

George Lowe Reid,
Chief Engineer.

Toronto, 9th July, 1872.

(By telegraph from London.)

To Hon. Peter Gow,
Provincial Secretary.

We have plans and profile of London, Huron and Bruce line, ready to deposit with Government. Can you receive our deputation on Thursday, eleventh instant, or when?

Robt. Reid.

(Telegram.) Toronto, 9th July, 1872.

Robt. Reid, Esq.,
London.

Government will receive deputation Thursday next—twelve o'clock—Parliament Buildings.

Peter Gow,
Secretary.

Memo:

Map of part of the Counties of Middlesex and Huron, shewing the line of the London, Huron and Bruce Railway, as surveyed between London and Wingham.

Profile of section No. 1, London, Huron and Bruce Railway.

Profile of section No. 2, London, Huron and Bruce Railway.

Profile of section No. 3, London, Huron and Bruce Railway.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 17th July, 1872.

SIR,—I have the honour to inform you that before the Government can decide upon the application of the "London, Huron and Bruce Railway Company," for aid under the Railway Act of 1870, the following further information is required.

1st. A correct copy of the list of stockholders shewn by the deputation from the company on the 11th instant, shewing the amount of each subscription, and the amount paid in to the credit of the company.

2nd. Certified copies of the by-laws of the municipalities granting bonuses to the company.

3rd. A statement shewing the nature of the assurances given from other municipalities, as stated by the deputation on the 11th inst., that further aid would be given.

4th. A copy of the agreement made with the "Great Western Railway Company," for the construction and working of the road.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.

Thomas Churcher, Esq.,
Secretary
London, Huron and Bruce Railway Company,
London.

To His Excellency the Governor in Council for the Province of Ontario, this Memorial is respectfully submitted.

We the undersigned on behalf of a deputation from the County of Huron, in the interests of the L. H. and Bruce R. R., respectfully submit that said road should be aided by Government subsidy to a greater amount than the minimum $2000 per mile, for the following, among other reasons :—

1st. The County of Huron has contributed largely in aid of the accumulation of the surplus now in the public chest. On account of Crown lands the receipts from 1861 to 1867 show $175,000 from the County of Huron.

From 1st July, 1867, to 30th June, 1870 (3 years), the sum paid on Crown lands by Huron was $63,700, and if the last two years were in the same ratio, it amounts in the last five years to $105,000 paid in by Huron into the Provincial chest for Crown lands alone.

2nd. There has been paid in on account of Huron as Dominion subsidy, at 80 cents per head, the sum of over $200,000 in the last five years, making with receipts for Crown lands added, the sum of $305,000 paid in by us since coerationnfed.

3rd. It appears that in 1871 according to the statement of the late Treasurer, the Hon. E. B. Wood, Ontario had provided for all her necessary improvements, paid all her liabilities, and had a surplus of 3½ millions to spare. The Hon. President of Council on 7th February, 1871, moved to divide that surplus among the various municipalities The share accruing to Huron according to the schedule put in by him at that date was $160,000.

4th. Huron had advanced to her as shewn in the petition, a large sum from the Municipal Loan Fund to aid in the construction of a railway. We have repaid that money, and according to the motion in the Legislature before alluded to, would therefore have received our share of the division of the surplus in cash.

5th The whole amount appropriated to Huron has been,

To the T. G. and B. R. R., 18 miles, at $2250	$40,500
" W. G. and B. from Wingham to Kincardine$2000	12,000
	$52,500

Now we do not wish to be invidious, but when we see the sums voted to some railways and feel that our claims are as strong, if not stronger, than theirs, we think that Huron has a claim to more than a minimum subsidy.

6th. We ask as follows: the road runs through Huron 50 miles, which at $2,500 per mile would make $125,000, which with the amount already granted to Huron would make $177,000, only a little in excess of the amount shewn by Hon. Mr. Blake to be due nearly 1½ years ago.

7th. We have $90,000 yet to raise in Huron. The increase in the width of road from 3ft. 6in. to 4ft. 8½in. has necessitated an increase in the amount to be raised. Now the people have had to pay very heavily for many years to implement their agreement M. L. Fund, &c., and are unwilling to levy the increased amounts, and we fear the road may be lost. Under these circumstances we appeal to you with confidence for an increased subsidy; we can then go to them and say, the administration have considered your case, and assisted you so far on condition that you make up the remainder, and they will do it.

8th. There is no other local improvement likely to come before you as a claimant. Our harbours are attended to by the Dominion Government. The moneys to which we have alluded will continue to pour into the Treasury year by year, and this is the only improvement in which the whole county is likely to be interested.

We therefore appeal with confidence to you that the small additional sum we have asked will be granted, and we shall rejoice at a continuance of that material prosperity, which will enable you to assist other parts of the Province as their requirements may seem to indicate.

On behalf of the Railway Committee.

W. Sloan, M. D.

Clinton, July 17th, 1871.

Memorandum as to the route of the London, Huron and Bruce Railway.

The following are some of the principal advantages of the Central Route, by way of Clinton and Blyth, to Wingham.

1. The agricultural resources of the country along this route are much greater than those of the country along the Eastern Route. The following comparative statement is derived from the Report of the Equalization Committee of the Huron County Council for 1872, except for the agricultural produce, which is estimated from the quantity of cleared land, and from other evidence, two townships, Tuckersmith and Morris, are treated as belonging to both routes. Turnberry might have been added to them, but would not affect the comparison:

CENTRAL ROUTE.

	Acres.	Cleared per 100 acres.	Cleared lands.	Uncleared lands.	Equalized value.	Agricultural productions.
Tuckersmith........	40,970	61	24,992	15,978	789,516	499,840
Stanley	45,000	57	26,650	19,350	823,875	533,000
Goderich Township ...	51,800	54	27,972	28,828	939,504	559,440
Colborne	33,500	50	16,750	16,750	583,500	335,000
Clinton Village	....	....	....	....	230,600	....
Hullett	53,500	54	28,890	24,610	974,510	577,800
East Wawanosh	42,000	39	16,380	25,620	560,540	327,600
Morris	55,000	41	22,550	32,450	772,650	451,000
	321,700		164,180	163,586	5,682,895	3,283.680

EASTERN ROUTE.

	Acres.	Cleared per 100 acres.	Cleared lands.	Uncleared lands.	Equalized value.	Agricultural productions.
Tuckersmith	40,970	61	24,992	15,978	798,516	499,840
Seaforth Village	....	....	....	....	190,000	....
McKillop	52,700	40	21,080	31,620	614,600	421,600
Grey	64,000	39	29,960	39,040	862,120	899,200
Morris	55,000	41	22,550	32,450	772,450	451,000
	212,670		98,482	119,088	3,237,686	1,971,640

Thus it appears that the country, tributary to the Central Route, surpasses in extent, wealth and agricultural resources, the country tributary to the Eastern Route in the proportion of more than three to two. The figures speak for themselves and show that if a railway would pay expenses by the Eastern Route, it ought to yield a large surplus income by the Central Route. In both cases the estimate has been made for the whole distance from Kippen to Wingham.

2. The Central line passes through the centre of the salt producing district, Goderich and Seaforth being about equi-distant, north and south from Clinton. The salt works in and near Clinton are well known for their extent and the good quality of their product, and they furnish a large amount of freight to the railway.

3 The Central Route will have the best timber producing district as a large proportion of the best pine timber country on this route remains comparatively untouched, whereas the pine woods near the Eastern Route have been in great part exhausted and the best portions of them have their commercial outlet by the Grand Trunk and the Wellington, Grey and Bruce Road. The proposed railway from Woodstock through Stratford to Listowell will be a strong competitor for lumber as well as for other freight in that district. It will be seen by the figures that the uncleared land along the Central Route exceeds that along the Eastern Route by more than 20,000 acres while the cleared land is still more largely in excees.

4. The unrivalled productive resources of the country along the Central Route are shown by the remarkable fact that the amount of freight, sent from the Clinton station during the present year has considerably exceeded the amount sent from any other station on the Buffalo and Lake Huron Railway from Goderich to Fort Erie. It should be borne in mind also that the traffic on the Eastern Route which is now less than that on the Central Route, will be greatly diminished as soon as the railways north of Seaforth are in operation.

5. As an evidence of the prosperity of the central district and the satisfactory character of the business carried on in it, the fact may be mentioned that only three failures of mercantile men have taken place along the line from Brucefield to Wingham, including these places and also Clinton, Londesborough, Blyth and Belgrave, within the last eleven years.

6. It is important to consider that by taking the Central Route, a large amount of freight will be secured to the line that would otherwise go to the lake ports. This freight would not come to a line going by the Eastern Route.

7. If it were found advisable, at any time, to construct a branch line from the Central Route to Seaforth this could easily be done—the distance from Brucefield to Seaforth being only about six miles ; on the other hand a branch from the Eastern Route, extending from Kippen to Clinton would be considerably more expensive—the distance being about ten miles ; and such a branch would not accommodate the country north of Clinton, where bonuses are already granted, and where a very large amount of freight could be obtained.

8. If this railway occupies the central route it will preclude any other railway from being built through the county ; whereas if it does not follow that route there can be little doubt that a line will be built in this direction at an early day as the resources and needs of the district will imperatively call for one : such a road, of course, would draw very heavily upon both the London line and the Wellington, Grey & Bruce line.

9. There is a moral certainty that the required amount of bonuses will be obtained on the central route, while there is great reason to doubt whether the necessary funds can be raised on the other route.

10. We are informed by good authority that the bonuses from Stephen and Ha will probably be lost to the line, if the railway is not constructed by the central route, as by taking the eastern route the conditions of their by-laws will not be complied with.

11. With regard to the additional expense of the central line, which appears to be computed at $170,000, it is proper to observe that $128,000 of this amount will be accounted for by the additional distance of eight miles, which will yield an ample return in the increased traffic it will bring. It will be in fact so much additional property of the most productive character; as to the remaining $12,000, persons familiar with the country and with railway construction are unable to account for it, and insist that the road could be constructed for little if any more expense per mile than on the eastern route; if however the cost should be somewhat greater than on that route, the returns would be far larger in proportion. A non paying line, however cheaply constructed, would be poor property.

12. It is doubtful if the Government bonus would be granted for the eastern route. The municipalities on the central route would remonstrate strongly against the grant of public money for a line north of Seaforth where no additional railway will be needed, while a route where one is much required is left unsupplied: and they have reason to believe that their remonstrance would have the effect which its evident justice would warrant them in expecting.

13. The L., H. & B. Company, are bound by formal and positive agreements under their seal to build the line by the central route and to place and maintain a station at Clinton. The foregoing facts and figures will show that the provisional board of directors, in making these agreements acted with judgment and selected the route which offers the best assurance of satisfactory returns for the capital invested and which is at the same time the most secure against present and future competition.

Respectfully submitted on behalf of the Clinton Railway Committee.

(Signed) A. Worthington.
J. B. Racey
H. Hale.
A. S. Fisher,
W. W. Fraser.

To His Excellency the Honourable William Pearce Howland, C. B. Lieutenant-Governor of Ontario.

The Petition of the undersigned residents and rate-payers of the County of Huron:
Humbly Sheweth:

That the County of Huron is one of the largest of the newly settled counties of Ontario, and great expense and labour on the part of the inhabitants have been required to open it up for settlement:

That for this object a debt of $300,000 was incurred to the Municipal Loan Fund of Upper Canada, which has been punctually repaid to the Government, principal and interest, but not without exacting severe economy and many sacrifices from the settlers:

That for the same purpose county debentures were issued for a sum of $400,000, which was expended in making gravel roads, and these debentures also are in process of payment;

That it appears by the last assessment returns that more than half the land in the county still remains uncleared and it is of great importance that this land should be thrown open for settlement, and that facilities should be provided for transporting to the best markets the timber and lumber as well as the other products of the soil and also those of the extensive salt deposits of this district:

That the London, Huron, and Bruce Railway is projected to pass as nearly as possible through the centre of the county from north to south, affording facilities for traffic to nearly every township in the county:

That the said railway will be of the ordinary width of four feet eight and a half inches, and will, therefore, be more expensive to construct than the narrow-gauge road previously contemplated, while it will offer corresponding facilities for traffic, and will connect, without break of gauge, with most of the railways on the continent.

That the municipalities along the line of the projected railway have granted large sums in aid of it, and are preparing to grant still more, according to their means, but to furnish the full amount required to secure the construction of the road, with the aid of only the minimum grant from the Government will be a serious tax upon their resources.

That the railway, in addition to its utility to the County of Huron, will be of great benefit to the still more newly-settled County of Bruce, the people of which, in view of the hardships and sacrifices endured by them in redeeming their land from the wilderness, have special claims for consideration. The railway will thus afford a much needed outlet for the productions of both these extensive counties, as well as a ready means of access for intending emigrants.

That the people of the County of Huron have contributed largely to the revenues from which the Railway Fund is derived, and may justly look for a liberal grant from this fund for a purpose which will benefit, not only themselves, but also the whole western section of Ontario.

And your petitioners therefore humbly pray that your Excellency will be pleased to take the subject of this petition into your favourable consideration, and to grant to the London, Huron and Bruce Railway the maximum sum which can be legally granted for that portion of the road which passes through this county, and such amount for the remaining portion as your Excellency, under the circumstances, shall deem just and proper.

And your petitioners, as in duty bound, will ever pray.

42 signatures.

Another petition same as the above, signed by 14.

Another, signed by 22.

BLYTH, HURON, Oct. 23, 1872.

Hon. ALEX. MCKENZIE,
Treasurer, Ontario, &c.

SIR,—I have the honour to address you on behalf of the committee for this county in connection with the central route of the London, Huron and Bruce Railway. We waited upon you as a deputation last summer, and put in a memorial giving the reasons why an additional $500 per mile should be granted to us for that portion of the road (50 miles) running the County of Huron.

We have now virtually got the consent of the Great Western Railway to build the line and maintain it upon securing thereon bonuses to the amount of $90,000 additional. We are going on now to levy those bonuses, and as, in terms of the agreement, any additional subsidy given by you will accrue to the advantage of the ratepayers, by reducing the amounts to be levied, we beg respectfully to remind you of our memorial, and to request a favourable answer to the prayer thereof.

The Hon. J. S. Macdonald (late Attorney-General) told us that if it appeared to be a necessity to secure the construction of the road that we should have $300 or $400 a mile more. We believe that such a necessity exists—that for the reasons set forth in the memorial (to which we beg leave to refer) it is doubtful whether the people, burdened as they have been by heavy taxes to fulfil their obligations to the Municipal Loan Fund, will vote the full sum necessary to secure the completion of this (to Huron) very important work.

If any affidavits in reference to the foregoing paragraph are required by you they will be forwarded at once by those of us who had the audience with the Hon. J. Sandfield, to which we have alluded.

As the by-laws for the bonuses are to be submitted very shortly we would solicit the favour of an early reply, in order that we might reduce *pro rata* the amounts levied on the several municipalities.

Signed on behalf of the Committee,

WILLIAM SLOAN,
Chairman.

Hon. A. Mackenzie,
Toronto.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 4th November, 1872.

SIR,—I have the honour to call your attention to the fact that no reply has been received to a communication addressed to you from this Department, under date 17th July last pointing out certain information required by the Government with reference to the application of the "London, Huron and Bruce Railway Company" for aid under the Railway Act.

I have to request you to furnish a reply, at as early a date as practicable, for the consideration of the Government.

I have the honour to be,
Sir,
Your most obedient servant,
(Signed) T. B. PARDEE,
Secretary

Thomas Churcher, Esq.,
Secretary,
"London, Huron and Bruce Railway Company,"
London.

LONDON, HURON AND BRUCE RAILWAY.
LONDON, November 6th, 1872.

SIR,—In answer to your letter of the 4th instant, referring to a letter from the Provincial Secretary's Office, dated 17th July last, I have the honour to inform you that the information therein required has been delayed for the agreement with the Great Western Railway Company, which could not be completed until after the annual meeting of that company had been held in England.

The meeting was held on the 16th October past, and we expect to receive the ratification of the agreement early next week.

All the other documents required by Government are ready, and will be sent with the copy of the agreement with the Great Western Railway Company for the construction and working of the road, as soon as it is received.

I am, Sir,
Your obedient servant,
(Signed) THOMAS CHURCHER,
Secretary.
Per A. R.

T. B. Pardee, Esq.,
Provincial Secretary,
Toronto.

LONDON, HURON AND BRUCE RAILWAY COMPANY.
SECRETARY'S OFFICE.
LONDON, Ont., December 2nd, 1872.

SIR,—I have the honour to send you the principal documents required by Government, in a letter from Provincial Secretary's Office, dated 17th July, 1872. They have been delayed for the agreement with the Great Western Company, which is now being prepared by the solicitor to the Great Western Company; meanwhile I send a copy of letter from J. Price, Esq., the Treasurer of the Great Western Company, and a copy of the agreement shall be dispatched as soon as completed.

The documents now sent are—

1st. A correct copy of the list of shareholders, shewing the amount of each subscription, and the amount paid in to the credit of the company.

2nd. Certified copies of the by-laws of the municipalities granting bonuses to the company, viz.:

The City of London	$100,000
The Township of London	15,000
" " " Usborne	25,000
" " " Stephen	17,500
" " " Hay	15,000
" " " Hullett	15,000
" " " Wawanosh East	18,000
The Village of Clinton	10,000
	$215,500

3rd. Statement shewing the nature of the assurances given from other municipalities that further aid would be given.

4th. Copy of letter from Joseph Price, Esq., Treasurer of the Great Western Railway Company.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) Thomas Churcher,
Secretary.
Per A. R.

Honourable T. B. Pardee,
Provincial Secretary,
Ontario.

LIST OF SUBSCRIBERS to the Stock of the London, Huron and Bruce Railway.

APPENDIX A.

No. of Shares.	Name of Shareholder.	Address.	Amount of Deposit paid in.
			$ cts.
460	Major J. Walker	London	4600 00
200	John Birrell	do	2000 00
200	John Carling	do	2000 00
172	E. W. Harris	do	1720 00
100	E. W. Hyman	do	1000 00
40	C. P. Smith	do	400 00
30	Thomas Churcher	do	300 00
20	Isaac Carling	Exeter	200 00
4	W. H. Drummond	Blyth	40 00
2	D. Johns	Exeter	20 00
1	Samuel Sanders	do	10 00
1	Robert Sanders	do	10 00
6	Thomas Fitton	do	60 00
10	Thomas Trivett	do	100 00
2	John Ashton	London	20 00
20	James Pickard	Exeter	200 00
2	George Samuels	do	20 00
1	Richard Pickard	do	10 00
2	Charles Eilbor	Crediton	20 00
2	James N. Howard	Exeter	20 00
1	Charles Eacroft	do	10 00
2	Thomas Gully	do	20 10
1	Samuel & Charles Gully	do	10 00
2	N. Munro	Brucefield	20 00
2	Wm. Morrison	Wingham	20 00
20	Bishop of Huron	London	200 00
10	Thomas Beattie	do	100 00
4	William Shane	Blyth	40 00
40	Edward Adams and Co.	London	400 00
20	H. Briant	do	200 00
20	Laing, Sutherland & Co.	do	200 00
2	B. N. Elliott	Exeter	20 00
2	P. Stantake	do	20 00
100	T. Thompson	London	1000 00
20	R. Reid	do	200 00
10	Pavey	do	100 00
40	Green, Peters & Co.	do	400 00
40	Josh. Atkinson & Co.	do	400 00
40	Alexander Johnston	do	400 00
10	G. G. Magee	do	100 00
10	J. H. Flock	do	100 00
4	R. Brummett	do	40 00
5	E. Beltz	do	50 00
2	James Southcott	do	20 00
2	J. J. Dyas	do	20 00
20	C. B. Hunt	do	200 00
2	J. Trick	Exeter	20 00
20	F. Rowland	London	200 00
2	T. W. Smart	do	20 00
10	Crofte, Powell & Co.	do	100 00
10	Free Press Co	do	100 00
10	R. S. Murray	do	100 00
2	J. W. Peddie	do	20 00
2	J. Mills	do	20 00
2	A. Rowland	do	20 00
1	E. A. Taylor & Co.	do	10 00
2	J. E. Baker	do	20 00
2	James Smith	do	20 00
10	Cowan & Wright	do	100 00
4	G. M. Gunn	do	40 00
2	D. Stirling	do	20 00
2	E. Plummer	do	20 00
10	J. Seales	do	100 00
2	J. Jeffery	do	20 00
1,799	*Carried forward*		$17,990 00

LIST OF SUBSCRIBERS to the Stock of the London, Huron and Bruce Railway —*Continued.*

APPENDIX A.—*Continued.*

No. of Shares.	Name of Shareholder.	Address.	Amount of Deposit paid in.
			$ cts.
	Brought forward		
4	C. Hutchinson	London	40 00
10	B. A. Mitchell	do	100 00
3	Col. J. Shanly	do	30 00
2	C. Chapman	do	20 00
2	J. Elson	do	20 00
2	R. Willis	Kippon	20 00
1	W. Scott	Brucefield	10 00
2	Gibson	do	20 00
2	M. Knowlton	London	20 00
2	T. Green	do	20 00
5	H. C. Green	do	50 00
10	N. Cronyn	do	100 00
10	W. McDonough	do	100 00
10	J. Plummer.	do	100 00
2	Tytler & Rose	do	20 00
20	J. Elliott	do	200 00
20	Elliott Brothers	do	200 00
10	W. Glass	do	100 00
2	W. Farris	do	20 00
1	W. McCandless	London Township	10 00
20	S. Peters	London	200 00
10	J. D. Saunby	do	100 00
10	G. Phillips	do	100 00
5	J. Peters	do	50 00
20	A. Chisholm & Co.	do	200 00
10	W. H. Rooke	do	100 00
1	C. Southcott	Exeter	10 00
2	A. D. Freeman	do	20 00
1	H. B. Winans	do	10 00
2	W. Fanson	do	20 00
20	J. & O. McClary	London	200 00
10	F. Greenway	do	100 00
2,030	Total		$20 300 00

At $50 per share, $101,500.

Certified to be a correct list.

(Signed) THOMAS CHURCHER,
Secretary.

LONDON, ONTARIO,
December, 1873.

Memo.

No. 5.—By-law, municipality of Clinton Village; bonus to London, Huron & Bruce Railway, $10,000.

No. 68.—By-law, municipality of London Township; bonus to L. H. & B. Railway, $15,000.

No. 2.—By-law, municipality of City of London; bonus to L., H. & B. Railway, $100,000.

No. 4.—By-law, municipality of Usborne; bonus to L., H. & B. Railway, $25,000.

No. 57.—By-law, municipality of Stephen; bonus to L., H. & B. Railway, $17,500.

No. 50.—By-law, municipality of Hay; bonus to L., H. & B. Railway, $15,000.

No. 35.—By-law, municipality of East Wawanosh; bonus to L., H. & B. Railway, $81,000.

No. 6.—By-law, municipality of Hullett; bonus to L. H. & B. Railway, $15,000.

London, 4th April, 1872.

We, the undersigned, comprising a deputation from the different municipalities in the County of Huron, adjoining the route known as the "Central Route" *via* Brucefield, Clinton and Blyth, pledge ourselves to use all efforts necessary on our part to secure an increased amount of bonuses to the London, Huron & Bruce Railway of one hundred thousand dollars, provided always said route is adhered to.

(Signed) J. W. Farren, *Chairman of said Deputation*,
J. B. Racey,
A. Worthington,
H. Hale,
James Fair,
Alfred Brown,
J. E. Briggs,
P. Ransford,
W. T. Hayes,
Geo. McIntosh,
P. Kelly,
Wm. Scott.

London, Ontario, 3rd July, 1872.

Dear Sir,—Since our interview this afternoon with your board of directors, we have held a meeting of our delegation in reference to the matter of offering you further bonuses on that portion of your line between Exeter and Wingham, and we beg to state that we have given it our most careful consideration, and feel warranted in promising you what we believe will be granted you further in bonuses, and including any extra grant from Government that may be obtained (about $2,000 a mile already spoken of), the sum of $90,000. In making this statement of what we fully expect we can carry out if the central route is adopted, we shall of course expect your assistance and co-operation in carrying by laws as before.

You will observe from above figures, that if the route should be changed to Ainlayville, your board will lose $59,000 more in bonuses already granted, including the Government grant on the extra 8 miles.

I am, yours, respectfully,
(Signed.) W. W. Farran,
Chairman of Delegation.

Thos. Churcher, Esq.,
Secretary, London, Huron & Bruce Railway.

Memorandum of bonuses voted, and to be voted under the within guarantee.

Bonuses to be voted by ratepayers :

Clinton Village	$10.000
East Wawanosh Township	7,000

By-laws carried by Municipal Councils :

Morris	to be voted on	December	17th, 1872	$10,000
Hullett,	do.	do.	10th, 1872	10,000
Goderich,	do.	do.	16th, 1872	15,000
Turnberry,	do.	do.	21st, 1872	5,000

By-laws to be submitted to Municipal Councils

Tuckersmith,	December 3rd, 1872	$15,000
Stanley,	do. 10th, 1872	18,000
		$90,000

Bonuses to be obtained outside of guarantee.

Lucan Village submitted by Council, to be voted on December 4th, 1872.	$7,000
Biddulph Township, on December 2nd, 1872	8,000

GREAT WESTERN RAILWAY,
HAMILTON, Ontario, 26th Nov., 1872.

TREASURER'S OFFICE.

DEAR SIR,—I take an early opportunity after my return from England of informing you that at a meeting of the Board of Directors of the Great Western Railway held in London while I was there, the proposed arrangement under which the Great Western is to equip and work your railway was discussed, and they unanimously agreed to recommend it to a special meeting of the shareholders soon to be held, and I have every confidence of its approval by the shareholders.

You have already been advised that the question of route was referred to the Canada Board, who have signified their intention to adopt the Clinton route.

Yours faithfully,
(Signed) JOSEPH PRICE,
Treasurer and Secretary, Canada Board.

Thos. Churcher, Esq., Secretary,
L., H. & B. Ry.
London.

THE LONDON, HURON & BRUCE RAILWAY COMPANY,
SECRETARY'S OFFICE,
LONDON, Ontario, December 17th, 1872.

SIR,—I mailed a packet of documents connected with the London, Huron & Bruce Railway Company, addressed to Honorable T. B. Pardee, Provincial Secretary's Office, Toronto, on the 2nd instant, will you have the goodness to advise me if they have been received.

I have the honour to be, Sir,
Your obedient servant,
(Signed) THOS. CHURCHER,
Per A. R.

Honourable T. B. Pardee,
Provincial Secretary's Office, Toronto.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 18th December, 1872.

SIR,—I have the honour to acknowledge the receipt of your letter of 17th inst., and to inform you in reply that the communication alluded to therein was duly received at this Department, and to inform you that the subject has been submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Acting Assistant-Secretary.

Thomas Churcher, Esq., Secretary,
London, Huron & Bruce Railway Company,
London.

THE LONDON, HURON & BRUCE RAILWAY COMPANY,
SECRETARY'S OFFICE,
LONDON, Ontario, January 20th, 1873.

Honourable T. B. PARDEE,
Provincial Secretary Toronto.

SIR,—I have the honour to send enclosed certified copies of By-laws, granting bonuses to the London, Huron & Bruce Railway from the municipalities of the Townships of East Wawanosh and Hullett, and Villages of Clinton and Lucan. By laws have also been voted and carried by ratepayers of the municipalities of Morris granting $10,000, of Goderich $15,000, and of Turnberry $5,000: but the certified copies have not yet been sent in by the township clerks.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) THOS. CHURCHER,
Secretary.
Per A R.

Memo:—

Certified copy of a by-law of Township of East Wawanosh, dated 20th December, 1872, granting a bonus of $7000 to London, Huron and Bruce Railway.

Certified copy of a by-law of the Township of Hullett, dated 20th December, 1872, granting a bonus of $10,000 to L., H. & B. Railway Company.

Certified copy of a by-law of the Village of Clinton, dated 6th December, 1872, granting a bonus of $10,000 to L., H. & B. Railway Company.

Certified copy of a by-law of the Village of Lucan, dated 16th December, 1872, granting a bonus of $7,000 to L., H. & B. Railway Company.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 23rd January, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of certified copies of by-laws, granting bonuses to the "London, Huron and Bruce Railway," from the municipalities of the Townships of East Wawanosh and Hullett, and the Villages of Clinton and

Lucan; and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) I. R. ECKART,
Acting Assistant-Secretary.

Thomas Churcher, Esq.,
Secretary,
London Huron and Bruce Railway Company, London.

THE LONDON, HURON AND BRUCE RAILWAY COMPANY,
SECRETARY'S OFFICE.
LONDON, ONTARIO, February 6th, 1873.

SIR,—I have the honour to forward you enclosed, the certified copies of by laws of the Municipalities of Morris, Turnberry and Goderich, granting bonuses to the London, Huron and Bruce Railway.

The whole number of by-laws, duly voted and certified copies of which have been deposited in Provincial Secretary's office, are:—

City of London	$100,000
London Township	15,000
Lucan Village	7,000
Stephen Township	17,500
Usborne	25,000
Hay	15,000
Clinton Village	10,000
Do. Additional	10,000
Goderich Township	15,000
Hullett Township	15,000
Do. Additional	10,000
Morris Township	10,000
East Wawanosh Township	18,000
Do. Additional	7,000
Turnberry Township	5,000
	$279,500

I have the honour to be, Sir,
Your obedient servant,
THOMAS CHURCHER,
Secretary.

Hon. T. B. Pardee,
Provincial Secretary.

Memo:—

Certified copy of by-law of the Township of Morris, granting a bonus of $10,000 to the London, Huron and Bruce Railway.

Certified copy of by law of the Township of Turnberry, granting a bonus of $5,000 to the London, Huron and Bruce Railway.

Certified copy of by-law of the Township of Goderich, granting a bonus of $15,000 to the London, Huron and Bruce Railway.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, February, 7th, 1872.

SIR,—I have to acknowledge the receipt of your letter of 6th instant, enclosing certified copies of by-laws from the Municipalities of Morris, Turnberry and Goderich. granting bonuses to the London, Huron and Bruce Railway Company, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

Thomas Churcher, Esq., Secretary,
L. H. & B. Railway Co.,
London.

THE LONDON, HURON AND BRUCE RAILWAY COMPANY,
SECRETARY'S OFFICE,
LONDON, Ont., February 20th, 1873.

SIR,—I have the honour to inform you that the directors of the London, Huron and Bruce Railway Company have duly appointed Edward Harris, Esq., of this city, to be their trustee to the London, Huron and Bruce Railway Municipal Trust, under the provisions of the charter of the company.

The board of directors respectfully request that Government will forthwith appoint the third trustee.

The names of Dr. Sloane, of Blyth, and Mr. Fisher, of Clinton, have been favourably mentioned for the appointment, and either of those gentlemen would be acceptable to the board as the Government trustee.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) THOMAS CHURCHER,
Secretary.
Per JAS. BUSBY.

Honourable T. B. Pardee,
Provincial Secretary, Toronto.

(Telegram.)

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 10th March, 1873.

To S. P. MABEE, ESQ.,
Port Rowan.

Proceed at once to London and inspect proposed route of London, Huron and Bruce Railway. Thomas Churcher, of London, is Secretary.

I. R. ECKART.
Assistant-Secretary.

LONDON, HURON AND BRUCE RAILWAY,
SECRETARY'S OFFICE,
LONDON, 11th March, 1873.

SIR,—I have now the honour to transmit a copy of the agreement between the London, Huron and Bruce Railway Company and the Great Western Railway Company. which has been approved by the Canadian Board of Directors of the Great Western Company, and has been sent to England for ratification by the English Board of Directors of the Great Western Company.

I have the honour to be, Sir,
Your obedient servant,
(Signed) THOS. CHURCHER,
Secretary.
Per C. F. C.

Hon. T. B. Pardee,
Provincial Secretary, Toronto.

GREAT WESTERN RAILWAY,
OFFICE OF THE TREASURER,
HAMILTON, February 15th, 1873.

Memo.

To S. BARKER, ESQ.

(*Proposed agreement with the London, Huron and Bruce Railway Company.*)

I return the above agreement which was submitted to the Canada Board yesterday, approved by them, and will be sent to England, for the approval of the English Board, by the next mail.

The meeting of shareholders, at which the London Board have agreed to recommend this agreement for adoption, will be held April 9th, 1873.

(Signed) JOSEPH PRICE,
Secretary, Canada Board.

This indenture made the day of in the year of our Lord one thousand eight hundred and seventy-three, between the London, Huron and Bruce Railway Company of the first part, and the Great Western Railway Company of the second part.

Whereas, the London, Huron and Bruce Railway Company, in pursuance of powers contained in an Act of the Province of Ontario, passed in the session held in the thirty-fourth year of the reign of Her Majesty, entitled "An Act to incorporate the London, Huron and Bruce Railway Company," and chaptered forty-two, and of an Act of the Province of Ontario, passed in the session held in the thirty-fifth year of the reign of Her Majesty, entitled "An Act respecting the London, Huron and Bruce Railway Company," and chaptered forty-nine, and of an Act of the Province of Ontario, passed in the session held in the thirty-sixth year of the reign of Her Majesty, entitled
and chaptered are about to construct and complete a line of railway from some point at or near the City of London, in the County of Middlesex, to the Village of Wingham, in the County of Huron, with the intention of extending the same ultimately to Lake Huron:

And whereas, the said line will open up the carrying trade of a large section of country and it is important that such trade should be obtained or accommodated by the Great Western Railway Company, amd the Great Western Railway Company, in order to secure permanent connections with the said new line, and to accelerate the completion thereof, have agreed to enter into arrangements with the London Huron and Bruce Railway Company to work the line for one thousand years, upon the terms and conditions hereinafter named:

Now this indenture witnesseth, and the parties hereto agree each with the other as follows, that is to say:—

1st, That the London, Huron and Bruce Railway Company will forthwith, and by all reasonable means and resources within its power and control, complete the said line of railway from such point on the Great Western Railway between London and Komoka, as the Great Western Railway Company, within three months from the date of these presents, by written notice to the London, Huron and Bruce Railway Company, under the hand of the Secretary of the Great Western Railway Company may indicate, to the Village of Wingham, in the County of Huron, in accordance with the specifications of John Kennedy, Esquire, or other the chief engineer for the time being of the Great Western Railway Company, to be furnished to the L., H. and B. R. R. Co. before the commencement of such work, but the said line of railway between such point on the Great Western Railway and Wingham shall not be deemed complete, nor shall the Great Western Railway Company be required to work the same until the general superintendent of the Great Western Railway Company or such other person as the Great Western Railway Company may by writing under its corporate seal, appoint to finally inspect the said line of railway shall have certified in writing his satisfaction and approval thereof as regards ballast, drainage, sidings, fences, signals, for the reasonable sufficiency of the station grounds and buildings, houses for watchmen, signalmen, locomotive foremen, car foremen, and trackmen, telegraph works, tanks, gravel pits, and water supply and as regards every house, building, appliance, work, matter, and thing required by the said specifications, and also as regards the purchase and payment of title to the right of way taken and required.

2nd. In the exercise of the powers contained in the section of the said lastly recited Act, and in pursuance thereof, the London, Huron and Bruce Railway Company doth agree to lease unto the Great Western Railway Company, and to place the Great Western Railway Company in the sole possession of the said railway when completed, as aforesaid, and its appurtenances, and all the lands, estates, easements and rights of way of the London, Huron and Bruce Railway Company, and all property, estates and effects possessed, taken or acquired by them, or to which they may be entitled, for the use and convenience of the London, Huron and Bruce Railway, so that the said The Great Western Railway Company shall and may possess, use, work and operate the same, in such manner as the said The Great Western Railway Company shall think most profitable and advantageous, and shall and may take the tolls, fares, receipts and earnings in respect thereof to its own use, to have and to hold the said railway, when completed, as aforesaid, and its appurtenances, and all the lands, estates, easements and rights of way of the London, Huron and Bruce Railway Company, and all property, estates and effects possessed, taken or acquired by them, or to which they may be entitled, for the use and convenience of the London, Huron and Bruce Railway, for the period of one thousand years, to commence and take effect from the day of the same being completed, and ready for traffic between the point aforesaid on the Great Western Railway, and Wingham: Yielding and paying half-yearly during the whole of the said term to the said London, Huron and Bruce Railway Company, such sum as will amount to thirty per cent of the gross receipts arising from the traffic carried over the said railway, between such point on the Great Western Railway and Wingham on and after the completion thereof by the London, Huron and Bruce Railway Company, such traffic not to comprise any matter or thing carried by the Great Western Railway Company for its own use upon the London, Huron and Bruce Railway, and applying twenty per cent of the traffic receipts mentioned and referred to in the fourth section of this indenture, by investing the same in the purchase or acquisition of the bonds of the London, Huron and Bruce Railway Company: Provided, however, and it being understood that whenever the whole of the said bonds shall have been so acquired, or whenever there shall no longer be any of such bonds outstanding against the London, Huron and Bruce Railway Company, other than such as may have been at any time acquired by the Great Western Railway Company, then and not before the said twenty per cent shall cease to be applicable as aforesaid.

3rd. The Great Western Railway Company doth hereby become bound and agree to provide the necessary locomotive engines and other rolling stock for working the said line as soon as completed, as before specified, as well as fuel and all other such materials and things required for the same, in the actual working of the line for the said period, and to work the same, and efficiently keep in order and maintain the said line; the said Great Western Railway Company having during the period aforesaid entire control and management of the said railway and works, with appurtenances, as well in regard to the regulating and settling from time to time the amount and rate of tolls, fares, freight, and other charges to be paid, collected or taken thereon, and the mode of collecting and receiving the same, and the time and manner of payment thereof, as also of all other mat ters and things in any way touching or concerning, or incident to the using, operating and working of the said railway, and the development of the traffic thereon: And the Great Western Railway Company shall make and keep an accurate account of all passengers, freight, cattle, and other matters carried in or upon the said London, Huron and Bruce Railway, except such matters and things as they shall carry for their own use upon the London, Huron and Bruce Railway, so as to show the actual gross traffic, except as aforesaid, carried on that line, and shall from time to time, as soon as they conveniently can, after the first day of each month, make and supply to the London, Huron and Bruce Railway Company an approximate monthly statement of such traffic as nearly as possible, and on the first days of May and November in each year a general and concise but accurate account or abstract of all the said matters, up to the time when the books and accounts of the Great Western Railway Company for the preceding half-year shall have been made up and closed. And the Great Western Railway Company shall pay to the London, Huron and Bruce Railway Company half-yearly, on the fifteenth days of May and November in each year, thirty per cent of the receipts from the said gross traffic, except as aforesaid, which shall have been carried over the said line, up to the end of the time when the books and accounts of the Great Western Railway Company for the preceding half-year shall have been made up: Provided always, that the London, Huron and Bruce Railway Company shall have the right within thirty days after the delivery of such accounts or abstracts, to demand of the Great Western Railway Company particulars of the same, with such further explanations as may be deemed necessary, and the investigation thereon shall be made within sixty days thereafter; and upon such investigation the London, Huron and Bruce Railway Company, or their agent, shall have free access to, and liberty to inspect and take copies of the books and vouchers of the Great Western Railway Company, at any of the stations on either line, so far as they relate to the traffic in this lease or agreement referred to, and it is expressly agreed that upon any such half-yearly account being rendered as aforesaid, the same shall, at the expiration of thirty days from the day of its being rendered, be and be taken to be, an accepted, full, accurate and stated account, as against the London, Huron and Bruce Railway Company, without errors or omissions, unless a demand in writing of particulars of the same, or of further explanations shall be made during such thirty days, and in the event of such particulars or explanations being demanded as to part only of the accounts, the remaining portion shall be so taken as accepted, full and accurate.

And whereas the London, Huron and Bruce Railway Company are about to issue negotiable bonds to be numbered consecutively and in such amounts respectively, and payable in the sterling money of Great Britain or in lawful currency of Canada, as they may find convenient and advantageous, in part payment of the construction of the said line of railway from such point on the Great Western Railway to Wingham to a sum not larger in the whole than ten thousand dollars per mile of railway (not including sidings) which paid bonds shall be considered privileged claims upon the property of the London Huron and Bruce Railway. Company subject to this indenture and the term, estate rights and privileges of the Great Western Railway Company thereunder, and shall be secured as a first charge on the said London, Huron and Bruce Railway by a mortgage to trustees over the whole line and undertaking, subject as aforesaid, and shall be payable in twenty-one years and have interest chupons at the rate of not more than seven per cent. per annum attached payable half yearly in the meantime, and which bonds shall be transferable and payable to bearer, and shall be and on the face thereof shall be declared to be subject to the lease and working agreement made or agreed to be made by these presents with the Great Western Railway Company and shall be and on their face shall further declare their payment and liquidation in respect of both principal and interest to be limited and confined to the funds arising by and from the thirty per cent. of the gross traffic receipts herein agreed to be paid by the Great Western Railway Company to the London, Huron and Bruce Railway Company, and which bonds shall be liable to be and shall on their face declare their liability to be acquired by the Great Western Railway Company in the manner hereinafter provided.

4th. Now this indenture doth further provide, and it is further agreed that the Great Western Railway Company, in pursuance of the said agreement and of the powers contained in the section of the said lastly recited Act, and of all other powers and authorities enabling them in this behalf do further covenant and agree with the said London, Huron and Bruce Railway Company, that until the whole of the said bonds of the latter company, not exceeding the amount hereinbefore limited shall have been acquired by the Great Western Railway Company as hereafter mentioned, or until there shall be no longer any of such bonds outstanding against the London, Huron and Bruce Railway Company, other than such of them as may have been so acquired by the Great Western Railway Company, they, the said Great Western Railway Company shall make and keep a separate and distinct account of all passengers, freight and cattle, and other matters (other than things carried for the use of the Great Western Railway Company only) which shall be brought and be originally consigned from any point or station of the London, Huron and Bruce Railway other than the point of junction with the Great Western Railway, and carried *via* such point of junction over or upon any portion of the line of the Great Western Railway, or which shall be brought from any point or station on the Great Western Railway other than such point of junction, and be carried *via* such point of junction over any portion of and be consigned billed or ticketed to and delivered at any point or station on the London, Huron and Bruce Railway, and of the sums received for the carriage of such passengers, freight, cattle and other matters over and upon the Great Western Railway or such portion thereof as it may traverse: and shall from time to time, as soon as they conveniently can, after the first day of each month, furnish to the London, Huron and Bruce Railway Company approximate monthly statements of the amount of such receipts on the Great Western Railway from such traffic thereon as nearly as the same can be then ascertained, and on or about the first days of May and November in each year make out and supply to the London, Huron and Bruce Railway Company, a half-yearly general and concise but accurate account or abstract of such receipts up to the time when the books of the Great Western Railway Company for the preceding half year shall have been made up and closed, and all such traffic shall be booked in such a manner between the two stations from and to which it shall be sent or delivered as will define the said traffic interchanged as aforesaid between the two companies: of the portion of which said traffic earned on the Great Western Railway and so received a sum equal to twenty per cent shall be appropriated by the Great Western Railway Company in the acquisition by them, the said Great Western Railway Company, of the mortgage bonds of the London, Huron and Bruce Railway Company, limited in amount as aforesaid, which shall have been issued for the construction of the line as in this agreement provided, and the Great Western Railway Company do further covenant and agree that they will use all reasonable means within their power to cause all such traffic as aforesaid passing to or from any point on the Great Western Railway from or to any point on the London, Huron and Bruce Railway to be sent *via* the said point of junction unless requested or directed to the contrary by the consignor or consignee.

5th. And the mode of acquisition by the Great Western Railway Company of such bonds shall be as follows: It shall be the duty of the Great Western Railway Company on the fifteenth days of May and November in each year, until either the whole of the said bonds shall have been acquired by them, or until there shall be no longer any of such outstanding bonds against the London, Huron and Bruce Railway Company, other than such as at any time may have been acquired by the Great Western Railway Company under the provisions of this agreement, to inform the trustees for the time being under the said trust mortgage of the sum which shall be equal to twenty per cent of the earnings on the Great Western Railway from the traffic which as provided in the fourth section shall have been interchanged and carried over the line of the Great Western Railway; and which shall have been brought and originally consigned from, or have been consigned and delivered to some point or station, on the London, Huron and Bruce Railway other than the said point of junction, up to the end of the time when the books and accounts of the Great Western Railway Company for the preceding half-year shall have been made up, whereupon the said trustees shall by ballot determine the bond or bonds by reference to the number of such bonds which, shall be transferred by the then holder thereof to the Great Western Railway Company at, or before the time, when the half year's interest accruing at the time of such ballot shall fall due, at par in exchange for a sum equal to the principal of the said bonds out of the said twenty per cent so set apart as aforesaid, and which bond shall immediately after such transfer be stamped with the words, "This is one of the bonds acquired by the Great Western Railway Company under clause four of the agreement between them and the

London, Huron and Bruce Railway Company, under date the day of , 1873," and each bond with all interests to accrue thereon subsequent to the time for payment of the said half year's interest accruing at the time of such ballot, and all its coupons for such subsequent interest shall thereupon become and be the property of the Great Western Railway Company, but the said holder of the bond which shall have been so drawn in the ballot shall and may retain the coupon for the half-year's interest so accruing at the time of such ballot, and all the coupons for prior unpaid interest, if any, and shall be entitled to receive the same from the London, Huron and Bruce Railway Company, out of the said funds arising from the thirty per cent gross traffic receipts herein agreed to be paid by the Great Western Railway Company to the London, Huron and Bruce Railway Company.

6th. And if the holders of any bonds, which at any such ballotting shall be drawn and be determined by the trustees to be liable to be transferred to, and acquired by the Great Western Company, shall neglect to present and transfer to the Great Western Railway Company such bond with its interest, thereafter to accrue and coupons therefor, at or before the time appointed for the said next semi-annual or then accruing payment of interest, all interest thereafter shall absolutely cease to be payable thereon, and the amount so applicable to the acquisition of such bond and subsequent coupons shall be added to the sum to be balloted for at the semi annual ballot; but the holder of any bond so drawn who shall have neglected to present the same for the acquisition thereof and of such interest and coupons thereafter to accrue by the Great Western Railway Company, by the payment to him of the principal of such bond, shall nevertheless be entitled to be paid the amount of such principal only, at any time before the next, or before any subsequent balloting from the funds then on hand, applicable to such next or other subsequent balloting, upon duly transferring to the Great Western Railway Company such bond and such subsequent interest and coupons for interest in all respects as if he had transferred the same in the first instance pursuant to the ballot. And upon such transfer the Great Western Railway Company, or their transferee, shall be entitled to hold the said coupons and interest, and to demand and receive from the London, Huron and Bruce Railway Company the whole principal money and interest payable by virtue of the said bond and coupons in all respects as if no part of the interest had ceased to be payable by reason of the neglect of the said holder to present the said bond for acquisition pursuant to the said balloting.

7th. Bonds which shall have been once drawn shall not again participate in the ballot, but nothing herein contained is to restrict the Great Western Railway Company in the exercise of all other rights as bondholders in respect or by virtue of any bonds, coupons or interest which they may acquire under the provisions of this agreement.

8th. It is further agreed that the London, Huron and Bruce Railway Company, and their directors for the time being, shall from time to time make, ordain and provide all such lawful rules, regulations and by-laws touching and concerning the premises as shall be required by the board of directors of the Great Western Railway Company; and again from time to time, to repeal, alter and amend the same, and make and ordain others of such description as shall be required in that behalf.

9th. The London, Huron and Bruce Railway Company do hereby, without power of revocation during the said term, fully authorize and empower the Great Western Railway Company, their officers, servants and agents in the name of the London, Huron and Bruce Railway Company, or otherwise, to take, pursue and adopt all such steps, remedies, ways and means and proceedings, by way of suit or otherwise, and to do or cause to be done all such acts, matters and things, as well in respect to the lands and property, powers and rights of the London, Huron and Bruce Railway Company, as of other persons and parties which may be deemed necessary or expedient in and about the using, working and operating the said railway, and to execute and exercise all the powers, rights and privileges of the London, Huron and Bruce Railway Company in and about the premises in as full and ample a manner as they the said London, Huron and Bruce Railway Company could or might lawfully do.

10th. It is hereby further declared that this indenture is the lease and agreement which by the section of the Act lastly hereinbefore recited empowers the Great Western Railway Company on accepting and executing the same, to exercise all the rights and privileges which, in and by the charter in the said Act, are conferred and contained.

11th. This agreement is not to extend to any extension or branch from the said main line of the London, Huron and Bruce Railway herein referred to and described, but if any such extension or branch be constructed, the Great Western Railway Company shall have the right and option from time to time to extend the provisions of this agreement thereto, and to include the said branch and extension or branches or extensions or any or either of them within the terms and provisions hereof and upon any such right and option being exercised by the Great Western Railway Company this agreement and lease and all the terms, provisions and stipulations hereof shall apply to the branch or branches, extension or extensions so from time to time included, as fully and effectually as if such branch or extension had been originally included herein and the bonds and coupons to be made and issued rank in respect thereof shall be payable and be a charge *pari passu* with the bonds and coupons by this agreement now authorized to be issued, but such further bonds and their coupons shall be payable concurrently with the bonds and coupons aforesaid by this agreement now authorized.

12th. The several covenants and agreements herein contained shall be held to apply to the several sections of the said line, as they from time to time, shall be completed to the satisfaction of the general superintendent or other person appointed as aforesaid to inspect the same, if the Great Western Railway Company shall elect to accept and work the same, as from time to time such sections shall be completed, but the acceptance and certificate of satisfaction as to any one part or section shall not be a waiver of the right of the Great Western Railway Company to insist upon a final and full completion of the line as a whole before assuming the working and operating of the whole thereof, nor of the right of the Great Western Railway Company to abandon and withdraw from this agreement and lease in the event of a failure on the part of the London, Huron and Bruce Railway Company to complete the whole line in manner aforesaid.

13th. And it is further stipulated, and the said London, Huron and Bruce Railway Company do hereby expressly consent and agree that if default shall at any time be made by the London, Huron and Bruce Railway Company in the payment of interest upon the said bonds after the money applicable for that purpose shall have been received by them from the Great Western Railway Company, it shall be the duty of the trustees to whom the hereinbefore mentioned mortgage shall be made upon notice to them of such default by the bondholders or any of them, to give notice of such default to the Great Western Railway Company, and to require the said Great Western Railway Company thereafter to apply so much as may be necessary of the said thirty per cent then on hand or thereafter to be on hand in or towards the payment or satisfaction of such arrears; and the Great Western Railway Company shall thereupon be authorized so to apply the same, and the production of the coupons shall be a sufficient authority for such payment.

14th. And it is expressly provided that the bonds which the London, Huron and Bruce Railway Company may issue shall not exceed ten thousand dollars per mile of main line of railway.

15th. And it is further expressly provided that the bonds so issued by the London, Huron and Bruce Railway Company, shall be subject to the provisions of this agreement and lease, and to the lease and term hereby contracted to be given and granted, and as to such of the said bonds as shall be held by persons other than the Great Western Railway Company, they shall be subject to be acquired by the Great Western Railway Company in manner aforesaid, and shall be subject to the ceasing of the interest thereon in manner and in the events hereinbefore mentioned and stated.

16th. It is further provided and expressly agreed that if the rent hereby reserved or any part thereof shall be unpaid for thirty days, and for thirty days after notice in writing requiring and demanding such payment has been given to the Great Western Railway Company, or in case of the non performance of any matter or thing under the covenants on the part of the Great Western Railway Company, within thirty days after notice in writing specifically requiring such performance shall have been given to them, then and in either of such cases it shall be lawful for the London Huron and Bruce Railway Company at any time thereafter, into and upon the said demised premises or any part thereof, in the name of the whole to re enter, and the same to have again, repossess and enjoy as of their former estate, but subject to the said charge and mortgage, and to the rights of the Great Western Railway Company thereunder, anything herein contained to the contrary notwithstanding.

17th. And the London, Huron and Bruce Railway Company do hereby covenant with the Great Western Railway Company and their assigns, that they, the London, Huron and Bruce Railway Company, shall and will at all times hereafter upon every reasonable request of the Great Western Railway Company or their assigns, and at the cost and charges of the Great Western Railway Company and their assigns, do make and execute all such further and other lawful acts, deeds, things, conveyances, and assurances whatsoever as may be reasonably required for the better, more perfectly and effectually demising and leasing to the Great Western Railway Company and their assigns, the said London, Huron and Bruce Railway, and other lands, property and effects, together with the said extensions and branches, in the event of the said Great Western Railway Company electing to work the same, by this indenture demised and leased, or intended or agreed so to be, and every part thereof, with their appurtenances and for the better, more perfectly and effectually carrying this indenture, agreement, and lease into effect, according to the true intent and meaning hereof.

In witness whereof, the said London, Huron and Bruce Railway Company and the said the Great Western Railway Company, have hereunto affixed their corporate seals the day and year first above written.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 13th March, 1873.

SIR,—I have the honour to acknowledge the receipt of your letter of 11th instant, transmitting a copy of an agreement between the "London, Huron and Bruce Railway Company," and the "Great Western Railway Company," with regard to the leasing of the former railway to the latter, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed,) I. R. ECKART.
Assistant-Secretary.

Thomas Churcher, Esq., Secretary,
London, Huron and Bruce Railway Company, London.

To HONOURABLE A. MCKELLAR,
Commissioner of Public Works.

SIR,—Pursuant to instructions from your Government of the 10th instant, I proceeded to examine the proposed route of the London, Huron and Bruce Railroad.

I proceeded to London, and reported my business to Mr. Churcher, the secretary of the company. Mr. Harris, one of the directors, accompanied me, and pointed out the proposed line of road, which is intended to branch off from the Great Western four miles west of the City of London; then takes a northerly direction, and passes for seven-and-a-half miles through the Township of London; thence through a portion of the Township of Biddulph, for ten and one-half miles; thence through a portion of Usborne, for three miles; thence two and one-quarter miles through Stephen; thence seven and one-half miles through Hay; thence nine and one-quarter miles through the Township of Stanley; thence ten and one-half miles through the Township of Hullett; thence twelve and one-half miles through Morris.

The distance is sixty-three miles from where said road is to intersect the Great Western near London, and the northern terminus at Wingham, where it is proposed to connect with the Wellington, Grey and Bruce Railroad, about thirty miles from Kincardine, on Lake Huron.

The London, Huron and Bruce road will pass about fifty miles through about the centre of the County of Huron, from south to north, and will afford shipping facilities to quite a large tract of country now comparatively destitute, owing to the fact that there is no harbour on Lake Huron between Goderich and Sarnia, a distance of over seventy miles, hence the settlers must look for railway facilities at all seasons for the movement of grain and produce of all kinds.

The said road will cross the Grand Trunk at right angles in the Township of Biddulph, thirteen and one-half miles north of London, and also the Buffalo and Lake Huron at the Village of Clinton, forty four miles north of London.

From London to the Village of Clinton, the characteristics of the country are those of a purely farming community ; the country extremely level, land very good and productive, and may be considered thickly settled up.

From Clinton north to Wingham the proposed terminus, where it is to connect with the Wellington, Grey and Bruce, the country is somewhat newer, and has much more timber, considerable of pine and cedar, which is being manufactured ; land is more broken, soil light. From Clinton to Wingham the work of construction will be more expensive than that through the country south of that.

On the whole I consider the said road will pass through a country that may be termed well settled over the whole line.

The following is a list of the townships and distances said road will traverse in each, with their population, assessed value of real and personal property :

Miles.	Township.	Population.	Assessed Real.	Personal.
11½	London	10,991	2,128,196	52,175
10½	Biddulph	4,198	490,479	41,000
3	Usborne	3,831	634,530	48,400
2¼	Stephen	4,349	515,361	19,930
7½	Hay	3,897	547,714	19,220
9¼	Stanley	3,804	459,735	62,516
10½	Hullett	3,678	677,489	76,925
12½	Morris	3,952	367,180	2,000

The construction of this railway will give railway facilities to the following townships, in addition to those already mentioned, namely, McGillivray, Lobo, East Williams, Tuckersmith, Goderich, Colborne, Wawanosh, Turnberry, Culross, Kinloss and Ashfield.

The following is a list of municipal bonuses already granted :—

City of London	$100,000
Township of London	15,000
" Usborne	25,000
" Stephen	17,000
" Hay	15,000
" Hullett	25,000
" Morris	10,000
" E. Wawanosh	25,000
" Turnberry	5,000
Village of Lucan	7,000
" " Clinton	20,000
	$279,000

All of which is respectfully submitted.

I have the honour to be
Your obedient servant,
(Signed) S. P. MABEE,
Inspector of Projected Railways.

MEMORANDUM SUBMITTED BY DEPUTATION MARCH 2[illegible]TH, 1873.

In the matter of the London, Huron and Bruce Railway.

It is proposed at present to build the road from the City of London to the Village of Wingham, in the County of Huron, through which place the Wellington, Grey and Bruce

Railway is to run, passing through the Villages of Lucan, Exeter, Clinton and Blyth, (distance 71½ miles.

Plans and profiles of the route, shewing the levels, have been prepared by the Chief Engineer of the Great Western Railway Company, and deposited with the Honourable Provincial Secretary.

An agreement between the company and the Great Western Railway Company has, with the sanction of the English Board, been approved of by the Canadian Board of Directors of the latter company and by the directors of this company, by which this company are to build the road according to specification of, and under the superintendence and subject to the approval of the Chief Engineer of the Great Western Railway Company, and the latter company is to equip and work the road. (A copy of this agreement has also been deposited.)

Stock has been *bona fide* subscribed to the amount of a little over one hundred thousand dollars, and $20,500 paid thereon, thus complying with the requirements of the Act of Incorporation (certificate of this amount having been deposited in the bank has also been forwarded).

Municipal bonuses have been granted to aid in construction of the road to the extent of $279,500 as follows :—

The City of London	$100,000
Township of London	15,000
Village of Lucan	7,000
Township of Stephen	17,500
" " Usborne	25,000
" " Goderich	15,000
" " Hay	15,000
Village of Clinton	20,000
Township of Hullett	25,000
" " E. Wawanosh	25,000
" " Morris	10,000
" " Turnberry	5,000
	$279,500

The company will not receive interest on any of above bonuses until the work is commenced in the several municipalities, and in many of them not until the work is completed, all coupons previous to that time having to be cancelled and delivered up. Copies of the by-laws granting the bonuses have been deposited.

Since the plans and estimates were made and deposited, the price of iron and other material, labour, &c., &c., has materially advanced, and the cost of construction consequently increased. Basing calculations on present prices, it will cost $15,917 per mile, which includes all matters of construction, telegraph lines, &c.

It is proposed to leave London by the Great Western line, westward for about four-and-a-half miles, and then strike northerly ; it may be necessary to lay down another track for this distance, but this is not fully decided upon ; the length of line to be built exclusive of this will be sixty-seven miles.

Although power is given to issue bonds to the extent of $12,000 per mile, the Great Western Railway Company have only consented to the issue of $10,000 per mile, as per terms in agreement.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House a return giving the number of Tavern and Shop Licenses issued during 1872; together with the name of Township, Town and City wherein such Licenses were issued; with the number of Licenses issued in each Township, Town or City respectively, within the Province; and the amount actually received by the Government in respect thereof.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 10th March, 1873.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 10th March, 1873.

SIR,—I have the honour to transmit herewith a return to an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House a return giving the number of tavern and shop licenses issued during 1872, together with the name of township, town and city wherein such licenses were issued, with the number of licenses issued in each township, town or city respectively, within the Province, and the amount actually received by the Government in respect thereof.

I have the honour to be, Sir,
Your obedient servant,

ADAM CROOKS,
Treasurer.

The Hon. the Provincial Secretary.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, 10th March, 1873.

SIR,—Referring to the annexed return, I beg to add the following as an explanation of the difference which appears between the amounts as returned by the issuers and that received by the Department.

The total amount received during the year 1872 was $75,295.90. The license year commences March 1st, and the returns are made by some for the license year only, by others for the fiscal year, and any differences which exist are caused by arrearages,—the running of one year's business into the next, and issue of licenses for the broken part of the year between January 1st and March 1st.

The Department has lately endeavoured to obtain a settlement of all moneys before December 31st, and a return of all unsold licenses, with a view not to issue any except for the new license year; but it is found that this cannot be carried out, as parties are continually making application through the issuers for authority to sell, and pay the rate charged for a whole year for the broken period, viz., January and February. I may also add that all the issuers' accounts are closed except one.

I have the honour to be, Sir,
Your obedient servant,

W. R. HARRIS,
Accountant.

The Hon. the Treasurer of Ontario.

REVENUE received by the Treasurer of Ontario on account of Licenses during the year 1872.

DIVISION.	ISSUER.	Tavern and Shop Licenses.	Vessel Licenses.	Total.
Algoma	Jno. M. Hamilton	187 15		
Brant	Jno. Cameron	1,853 68		
Bruce	Wm. Gunn	1,366 76		
Carleton	E. Sherwood	737 08		
Durham East	F. Murphy	724 74	18 80	
Durham West	Robert Armour	505 76		
Dundas	Jno. P. Crysler	392 92		
Essex	S. S. Macdonell	1,604 58		
Elgin	James Stanton	2,193 96		
Frontenac	A. S. Kirkpatrick	1,777 46		
Do	Samuel Shaw	2,837 86		
Glengarry	A. M. Mackenzie	82 72		
Do	Lachlan McDougall	458 76		
Grenville	W. J. Scott	789 22		
Grey	Wm. Armstrong	1,447 78		
Haldimand	Jno. R. Martin	1,017 08		
Halton	W. L. P. Eager	749 18		
Hamilton City	John H. Greer	3,291 88	188 00	
Hastings	A. Diamond	1,472 98		
Huron	Daniel Lizars	1,765 32		
Kent	William Douglas	2,258 29		
Lambton	Julius P. Bucke	2,385 72		
Lanark North	John Menzies	229 36		
Do South	Charles Rice	613 82		
Leeds	Ormond Jones	1,393 32		
Lennox and Addington	J. B. McGuin	658 78		
Lincoln	Roland Macdonald	1,566 04		
London City	W. C. L. Gill	2,020 30		
Middlesex	Charles Hutchinson	2,586 88		
Muskoka	C. W. Lount	209 86		
Niagara Town and Township	George B. Boyle	379 92		
Norfolk	C. C Rapalje	955 04		
Northumberland East	J. M. Grover	1 75		
Do	Hiram Purdy	344 04		
Do West	Wm. H. Eyre	599 72		
Nipissing	John Doran	171 56		
Ontario	H. J. Macdonell	2,529 20		
Ottawa City	W. F. Powell	2,872 64		
Oxford	James Ingersoll	1,825 48		
Do	John Parker	97 76		
Peel	Robert Broddy	1,156 50		
Perth	Michael Hayes	1,860 26		
Peterborough	Thomas Fortye	30 08		
Do	Ivan O'Bierne	1,139 28	18 80	
Prescott	Edward T. Dartnell	525 17		
Prince Edward	John P. Roblin	287 40		
Russell	James Keays	154 32		
Renfrew	Andrew Irving	1,349 84	18 80	
Simcoe	James R. Cotter	2,839 54		
Stormont	Roderick McDonald	504 78		
Toronto and part of York	Ogle R. Gowan	6,955 20	56 40	
Victoria	William Grace	749 18		
Waterloo	James Colquhoun	1,962 72		
Welland	Isaac P. Willson	1,657 22		
Wellington	Thomas Saunders	2,593 46		
Wentworth	S. H. Ghent	1,424 10		
North York	James J. Pearson	849 76		
		74,925 16	370 80	75,295 96
Toronto	Pawnbroker's License issued to— Jeremiah Murphy, 1 year			60 00
	Total			75,355 96

W. R. HARRIS,
Accountant.

ADAM CROOKS,
Treasurer.

TREASURY DEPARTMENT, ONTARIO,
TORONTO, December 31st, 1872.

A RETURN giving the number of Tavern and Shop Licenses issued during 1872, together with the name of Township, Town, and City wherein such Licenses were issued.

—	Number of Tavern.	Number of Shop.	Amount received by Government.
BRANT COUNTY.			$ cts.
Brantford Town	52	23	1184 00
Paris do	13	5	289 00
Brantford Township	19		190 00
Burford do	12		120 00
Dumfries South Township	8		80 00
Oakland do	4		40 00
Onondago do	4	1	52 00
			1955 00
Less commission at 6 per cent			117 30
	112	29	1837 70
BRUCE COUNTY.			
Amabel Township	3		30 00
Anan do	8	1	92 00
Brant do	9		90 00
Bruce do	6		60 00
Carrick do	12		120 00
Culross do	6	3	96 00
Elderslie do	9	5	150 00
Greenock do	11	1	122 00
Huron do	3		30 00
Kincardine do	5		50 00
Kinloss do	6		60 00
Saugeen do	6	3	96 00
Kincardine Village	8	8	176 00
Southampton do	6		60 00
Walkerton Town	8	4	200 00
	5 Transfers.		10 00
			1442 00
Less commission at 6 per cent			86 52
	106	25	1355 48
CARLETON.			
Nepean Township	26		250 00
Richmond Village	7	4	118 00
Osgoode Township	5		50 00
Gloucester do	18		180 00
Marlborough do	2		20 00
Fitzroy do	3		30 00
Gower, North Township	7	1	82 00
Huntley do	2		20 00
New Edinburgh Village	1		10 00
			760 00
Less commission at 6 per cent			45 60
	71	5	714 40
DUNDAS.			
Morrisburgh Village	5	8	137 24
Iroquois do	3	1	39 48
Matilda Township	5		47 00
Mountain do	4		37 60
Winchester do	9		84 60
Williamsburgh Township	5		47 00
	31	9	392 92

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
DURHAM EAST.			$ cts.
Port Hope Town	19	9	435 22
Manvers Township	9		84 60
Hope do	4		37 60
Cavan do	12	3	146 64
	44	12	704 06
DURHAM WEST.			
Cartwright Township	2		18 80
Darlington do	8		75 20
Bowmanville Town	6	4	141 00
Newcastle Village	5	3	80 84
Clarke Township	9	1	95 88
	30	8	411 72
ELGIN.			
St. Thomas Town	14	7	332 76
Yarmouth Township	20	2	210 56
Malahide Township and Village of Aylmer	11	5	159 80
Bayham Township and Village of Vienna	15	3	174 84
South Dorchester Township	4	1	48 88
Southwold do	7	4	110 92
Dunwich do	9	3	118 44
Aldboro' do	8		75 20
	88	25	1231 40
ESSEX.			
Anderdon Township	6	1	72 00
Colchester do	3		30 00
Gosfield do	6	1	72 00
Maidstone do	3		30 00
Malden do	6		60 00
Mersea do	6		60 00
Rochester do	10		100 00
Sandwich East Township	16	2	184 00
Sandwich West do	10		100 00
Tilbury West do	6		60 00
Amherstburgh Town	11	3	247 00
Sandwich do	9	1	197 00
Windsor do	20	11	496 00
			1708 00
Less commission at 6 per cent			102 48
	112	19	1605 52
FRONTENAC.			
Kingston City	94 City 7 Saloon	24	2343 00
Kingston Township	16		160 00
Pittsburgh do	10		100 00
Portland do	7		70 00
Hinchinbrooke do	6		60 00
Loughborough do	5	1	62 00
W. Island do	2	1	32 00
Storrington do	6	1	72 00
Palmerston do	2		20 00
Clarendon do	2		20 00
Oso do	1		10 00
Kennebec do	1		10 00
Portsmouth Village	7		70 00
			3029 00
Less commission at 6 per cent			181 74
	166	27	2847 26

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
GLENGARRY.			$ cts.
Charlottenburgh Township	11	5	170 00
Lancaster do	8	5	140 00
Lochiel do	6	3	96 00
Kenyon do	6	2	84 00
			490 00
Less commission at 6 per cent. and postage			31 24
	31	15	458 76
GRENVILLE.			
Prescott Town	18	6	410 00
Augusta Township	4		40 00
Edwardsburgh Township	10	1	112 00
Oxford do	8	6	152 00
Wolford do	8	3	116 00
			830 00
Less commission at 6 per cent			49 80
	48	16	780 20
GREY.			
Artemesia Township	8		80 00
Bentinck do	6		60 00
Collingwood do	3	1	42 00
Derby do	8		80 00
Durham Town	3 and 1	2	85 00
Egremont Township	4		40 00
Glenelg do	5		50 00
Holland do	10		100 00
Melancthon do	8		80 00
Normanby do	16		160 00
Osprey do	2		20 00
Owen Sound Town	3 and 12	6	351 00
Proton Township	3		30 00
St. Vincent Township	10	2	124 00
Sullivan do	2		20 00
Sydenham do	7		70 00
			1392 00
Less commission at 6 per cent			83 52
	111	11	1308 48
HALDIMAND.			
Caledonia Township	11	4	148 52
Canboro' do	2		18 80
Cayuga Village	15	2	163 56
Cayuga North Township	5		47 00
Cayuga South do			
Dunn Township	5	1	58 28
Dunville do	14	6	199 28
Moulton and Sherbrooke Township	2		18 80
Oneida do	7		65 80
Rainham do	7		65 80
Seneca do	8	1	86 48
Walpole do	13		122 20
York		1	11 28
	89	15	1005 80

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
HALTON.			$ cts.
Nassagaweya Township	5		47 00
Esquesing do	17	2	182 36
Nelson do	12	1	124 08
Trafalgar do	10		94 00
Georgetown Village	5	2	69 56
Milton Town	5	2	102 46
Oakville Town	6	3	129 72
	60	10	749 18
HAMILTON CITY	108 City 10 Saloon 10 Vessel	86	3423 48
	128	86	3423 48
HASTINGS.			
Tudor Township	2		20 00
Hungerford Township	10	3	136 00
Elziver do	3		30 00
Tyendinaga do	15	1	162 00
Stirling Village	7	2	94 00
Marmora and Lake Township	3	1	42 00
Rawdon do	3		30 00
Thurlow do	16		160 00
Sidney do	7		70 00
Huntingdon do	4		40 00
Trenton Village	9	3	126 00
Mill Point Village	4	1	52 00
Madoc Township	6	1	72 00
Maynooth do	2		20 00
Dungannon and Farraday	3		30 00
Belleville Town	19	10	475 00
			1559 00
Less commission at 6 per cent			93 54
	113	22	1465 46
HURON.			
Goderich Town	10	9	278 00
Clinton Village	8	5	140 00
Seaforth do	11	6	182 00
Ashfield Township	6		60 00
Colborne do	8		80 00
Goderich do	4		40 00
Grey do	9	2	114 00
Hay do	6		60 00
Hullett do	4		40 00
Howick do	11	1	122 00
Morris do	10	4	148 00
McKillop do	7		70 00
Stanley do	13	2	154 00
Stephen do	5	2	74 00
Tuckersmith do	6	1	72 00
Turnberry do	5	5	110 00
Osborne do	6		60 00
Wawanosh East Township	3		30 00
Wawanosh West do	1	1	22 00
			1856 00
Less commission at 6 per cent			111 36
	133	38	1744 64

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
KENT.			$ cts.
Bothwell Town	9	3	197 00
Chatham do	32	18	792 00
Chatham Township	13	4	178 00
Camden do	15	4	198 00
Dover do	2		20 00
Harwich do	18	4	228 00
Howard do	11	6	182 00
Orford do	3	3	66 00
Raleigh do	11		110 00
Romney do	1		10 00
Zone do	1		10 00
			1991 00
Less commission at 6 per cent			119 46
	116	42	1871 54
LAMBTON.			
Sarnia Town	12	10	358 00
Sarnia Township	9	2	114 00
Plympton do	13	4	178 00
Oil Springs Village	4	1	52 00
Petrolia do	12	4	168 00
Sombra Township	4	3	76 00
Moore do	7	3	106 00
Enniskillen Township	2		20 00
Warwick do	6	5	120 00
Bosanquet do	5		50 00
Euphemia do	4	1	52 00
Dawn do	1		10 00
Brooke do	3		30 00
			1334 00
Less commission at 6 per cent			80 04
	82	33	1253 96
LANARK NORTH.			
Pakenham Township	4	1	52 00
Lanark do	3		30 00
Dalhousie do	3		30 00
Ramsay do	3		30 00
Lavant do	1		10 00
Darling do	1		10 00
Almonte Village	4		40 00
Lanark do	3	1	42 00
			244 00
Less commission at 6 per cent			14 64
	22	2	229 36
LANARK SOUTH.			
Perth Town	11	8	291 00
Carleton Place Village	8	3	116 00
Smith's Falls	6	2	84 00
Elmsley North Township	2		20 00
Beckwith do	3		30 00
Sherbooke South do	2		20 00
Bathurst do	3		30 00
Drummond do	4		40 00
			631 00
Less commission at 6 per cent			37 86
	39	13	593 14

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
LEEDS.			$ cts.
Crosby North, Township of	7	4	118 00
Crosby South do	6	4	108 00
Brockville Town	30	3	578 00
Elizabethtown Township	12		120 00
Escott (front of) do	3		30 00
Leeds and Lansdown (rear) Township	7	1	82 00
Do Do (front) do	3		30 00
Gananoque	6	3	96 00
Yonge and Escott (rear)	4		40 00
Kitley do	5		50 00
Bastard do	2	2	44 00
Burgess do	1		10 00
			1306 00
Less commission at 6 per cent			78 36
	86	17	1227 64
LENNOX AND ADDINGTON.			
Napanee Town	11	3	223 00
Camden Township	16	1	172 00
Sheffield do	8	1	92 00
Bath do	2	2	44 00
Newburgh do	2		20 00
Amherst Island Township	3		30 00
Adolphustown do	1		10 00
Denbeigh do	2		20 00
Abinger do	1		10 00
Anglesea do	1		10 00
Kaladar do	2		20 00
Fredericksburgh, North Township	1		10 00
			661 00
Less commission at 6 per cent. and postage			39 76
	50	7	621 24
LINCOLN.			
St. Catharines Town	52	19	1144 00
Port Dalhousie Village	10		100 00
Caistor Township	1		10 00
Clinton do	3	2	54 00
Gainsborough Township	6	1	72 00
Grantham do	15		150 00
Grimsby do	5	1	62 00
Louth do	4	1	52 00
			1644 00
Less commission at 6 per cent			98 64
	96	24	1545 36
LONDON CITY	74 City. 9 Saloon.	31	1952 38
	83	31	1952 38
MIDDLESEX.			
Ekfrid Township	10		94 00
Williams, East Township	6	1	67 68
Delaware do	2	1	30 08
Lobo do	7		65 80
McGillivray do	7	1	77 08
Caradoc do	10	1	105 28
Adelaide do	5		47 00

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

—	Number of Tavern.	Number of Shop.	Amount received by Government.
MIDDLESEX.—*Continued.*			$ cts.
Nissouri, West Township	4	1	48 88
Mosa Township	12	1	124 08
Metcalfe do	5		47 00
Dorchester, N. Township	10		94 00
Westminster do	23		216 20
London do	45	3	456 84
Biddulph do	6	1	67 68
Williams, West do	3		23 20
Strathroy Town	11 and 5	10	406 08
Park Hill Village	4	3	71 44
Wardsville Township	2	2	41 36
Lucan do	7	5	122 20
Belmont do	1		9 40
Wigton do	1		9 40
Ailsa Craig do	1		9 40
	187	30	2239 08
NIAGARA.			
Niagara Town	15	4	303 00
Niagara Township	6	2	84 00
			387 00
Less commission at 6 per cent			23 22
	21	6	363 78
NORFOLK.			
Simcoe Township	10	4	148 00
Woodhouse Township	12	1	132 00
Charlotteville do	8		80 00
Walsingham do	10	1	112 00
Houghton do	5		50 00
Middleton do	9	1	102 00
Windham do	13	2	154 00
Townsend do	7	1	82 00
			860 00
Less commission at 6 per cent			51 60
	74	10	808 40
NORTHUMBERLAND EAST.			
Seymour Township	6 and 1	3 and 1	118 00
Colborne Village	2 and 3	3	86 00
Brighton do	3 and 1	1	52 00
Percy Township	3 and 2	1	62 00
Murray do	5		50 00
			368 00
Less commission at 6 per cent			22 08
	26	9	345 92
NORTHUMBERLAND WEST.			
Cobourg Town	18 and 4	6	478 00
Hamilton Township	8		80 00
Haldimand do	5		50 00
Monaghan, South Township	2		20 00
			628 00
Less commission at 6 per cent			37 68
	37	6	590 3

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
OXFORD.			$ cts.
Woodstock Town	15 and 4	8	451 00
Ingersoll do	16	8	368 00
Oxford, West Township	4 and 2	...	60 00
Oxford, South do	1	...	10 00
Dereham do	12	2	144 00
Norwich, South do	9	2	114 00
Norwich, North do	6 and 1	1	82 00
Oxford, East do	2	...	20 00
Blandford do	4	...	40 00
Blenheim do	10 and 4	1 and 1	164 00
Zorra, East do	4	2 and 1	76 00
Zorra, West do	4 and 1	...	50 00
Nissouri, East do	5	1	62 00
Embro' do	2	1	32 00
			1673 00
Less commission at 6 per cent	...	...	100 38
	106	28	1572 62
ONTARIO.			
Brock Township	11	7	194 00
Mara do	6	2	84 00
Pickering do	14	...	140 00
Rama do	4	1	52 00
Reach do	11	1	122 00
Scott do	3	...	30 00
Scugog do	...	...	...
Thorah do	6	2	84 00
Uxbridge do	11	3	146 00
Whitby, West Township	4	...	40 00
Whitby do	4	...	40 00
Village of Oshawa	5	4	98 00
Village of Port Perry	6	3	96 00
Whitby Town	8	5	196 00
			...
Less commission at 6 per cent	...	...	...
	93	28	1242 68
OTTAWA CITY	8 Saloon 91 City	76	2932 00
Less commission at 6 per cent	...	...	175 92
	99	76	2756 08
PEEL.			
Chinguacousy Township	18	...	180 00
Caledon do	19	1	202 00
Albion	18	5	240 00
Toronto Gore	6	1	72 00
Toronto Township	18	4	228 00
Brampton do	8	12	224 00
Streetsville Village	2	2	44 00
			1190 00
Less commission at 6 per cent. and postage	...	...	72 80
	89	25	1117 20

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

—	Number of Tavern.	Number of Shop.	Amount received by Government.
PERTH.			$ cts.
Stratford Town	27 and 4	9	667 00
St. Mary's do	12	6	276 00
Mitchell Village	8	5	140 00
Listowell do	5	4	98 00
Hibbert Township	6	2	84 00
Blanshard do	8		80 00
Logan do	7		70 00
Wallace do	6		60 00
Elma do	7		70 00
Fullarton do	6		60 00
Downie do	9		90 00
Ellice do	8		80 00
Easthope S. do	8		80 00
Easthope N. do	4		40 00
Mornington do	16		160 00
			2055 00
Less commission at 6 per cent			123 30
PETERBOROUGH.	141	26	1931 70
Peterborough Town	2 and 32	10	714 00
Asphodel Township	11	3	146 00
Ashburnham do	3		30 00
Belmont and Methuen	2		20 00
Burleigh, Anstruther, Chandos, Cardiff and Monmouth	3		30 00
Douro	3		30 00
Dysart	3	1	42 00
Dummer		1	12 00
Ennismore	2		20 00
Galway	3		30 00
Harvey	1		10 00
Monaghan	1		10 00
Otonobee	3		30 00
Smith	10		100 00
Steamboat "Whistle Wing"	1		20 00
			1244 00
Less commission at 6 per cent			74 64
PRESCOTT.	80	15	1169 36
Hawkesbury East	7		70 00
Hawkesbury Village	2	1	32 00
Hawkesbury West	4	2	64 00
Alfred	3		30 00
Longueil	6	1	72 00
Caledonia	3		30 00
Plantagenet North	7	1	82 00
Plantagenet South	5		50 00
			430 00
Less commission at 6 per cent., express charges, &c			28 33
PRINCE EDWARD.	37	5	401 67
Ameliasburgh Township	4		40 00
Hillier do	5		50 00
Marysburgh S. do	2		20 00
Sophiasburgh do	4		40 00
Picton Town	6	4	150 00
			300 00
Less commission at 6 per cent			18 00
	21	4	282 00

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
STORMONT.			$ cts.
Cornwall Township	17	2	194 00
Roxborough do	1	1	22 00
Finch do	4	1	52 00
Osnabruck do	9	2	114 00
Cornwall Town	7	3	155 00
			537 00
Less commission at 6 per cent.			32 22
	38	9	504 78
TORONTO CITY	232 City 10 Saloon	104	6138 00
Less commission at 6 per cent			368 28
	242	104	5769 72
RENFREW.			
Arnprior Village	6	2	84 00
Admaston Township	8		80 00
Bagot do	5		50 00
Bromley do	4	3	76 00
Brougham do	3		30 00
Brudenell do	3	2	54 00
Grattan do	5	5	110 00
Horton do	6		60 00
McNab do	10	2	124 00
Pembroke do	1 and 1		30 00
Pembroke Village	18	10	300 00
Pettiwawa Township	4		40 00
Renfrew Village	5	8	146 00
Rolph Township	6		60 00
Ross do	3		30 00
Sebastapol Township	2	1	32 00
Westmeath do	7		70 00
Wilberforce	3		30 00
			1406 00
Less commission at 6 per cent			84 36
	100	33	1321 64
SIMCOE.			
Barrie Town	13 and 2	14	439 00
Bradford	5	3	86 00
Collingwood Town	13	4	269 00
Adjala Township	9	2	114 00
Essa do	13	2	154 00
Floss do	5	1	62 00
Gwillimbury West Township	10	1	112 00
Innisfil do	13	3	166 00
Mulmur do	7		70 00
Medonte do	14		140 00
Mono do	8		80 00
Nottawasaga do	26	4	308 00
Oro	10		100 00
Orillia	3	1	42 00
Orillia Village	10	10	220 00
Sunnidale Township	5		50 00
Tecumseth do	18	2	204 00
Tossorontio do	4		40 00
Tiny do	5	4	98 00
Tay do	5	1	62 00

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
SIMCOE. —*Continued.*			$ cts.
Vespra Township	4	....	40 00
Morisson do	2	....	20 00
Muskoka do	2	....	20 00
Monck do	1	....	10 00
			2906 00
Less commission at 6 per cent	....	....	174 36
	207	52	2721 64
VICTORIA.			
Lindsay Town	14	7	322 00
Mariposa Township	8	....	80 00
Emily do	8	2	104 00
Eldon do	8	....	80 00
Fenelon do	10	....	100 00
Ops do	3	....	30 00
Verulam do	4	2	64 00
Laxton, Digby and Longford	3	....	30 00
Bexly	2	....	20 00
Draper, Ryde and Oakley	2	....	20 00
Lutterworth, Anson and Hindon	2	....	20 00
Macauley	5	....	50 00
Somerville	4	....	40 00
			960 00
Less commission at 6 per cent	....	....	57 60
	73	11	902 40
WATERLOO.			
Galt Town	11	9	277 30
Berlin do	12 and 3	7	341 22
Hespeler Township	4	1	48 88
Newhamburg do	8	1	86 48
Preston do	10	1	105 28
Waterloo Village	13	2	144 76
Waterloo Township	22	....	206 80
Wilmot do	20	2	210 56
Woolwich do	18	5	225 60
Wellesley do	22	1	218 08
Dumfries North	7	2	88 36
	150	31	1953 32
WELLAND.			
Clifton Town	17 and 2	2	363 00
Bertie Township	7	1	82 00
Crowland do	3	....	30 00
Chippawa Village	6	2	84 00
Fort Erie do	18	....	180 00
Humberstone Township	7	....	70 00
Pelham do	6	....	60 00
Port Colborne Village	18	3	216 00
Stamford Township	11	1	122 00
Thorold do	8	1	92 00
Thorold Village	11	4	158 00
Wainfleet Township	8	....	80 00
Willoughby do	3	2	54 00
Welland Village	10	6	172 00
			1763 00
Less commission at 6 per cent	....	....	105 78
	135	22	1657 22

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

——	Number of Tavern.	Number of Shop.	Amount received by Government.
WELLINGTON.			$ cts.
Amaranth Township	7		70 00
Arthur do	1	1	22 00
Arthur Village	7		70 00
Eramosa Township	11	1	122 00
Erin do	13	4	178 00
Elora Village	6	5	120 00
Fergus do	10	5	160 00
West Garrafraxa Township	5	1	62 00
East Garrafraxa do	8		80 00
Guelph do	9		90 00
Guelph Town	22	23	650 00
Do do	Saloons 2		50 00
Luther Township	2		20 00
Maryboro' do	13		130 00
Minto do	11	5	170 00
Mount Forest Village	10	5	160 00
Nichol Township	11	1	122 00
Orangeville Village	12	8	216 00
Peel Township	13	1	142 00
Pilkington Township	5	1	62 00
Puslinch do	15		150 00
			2846 00
Less commission at 6 per cent			170 76
	193	61	2675 24
WENTWORTH.			
Barton Township	11		110 00
Ancaster do	9	4	138 00
Benbrook do	6	1	72 00
Glanford do	9		90 00
Saltfleet do	16		160 00
East Flamboro'	15	1	162 00
West do	16	6	232 00
Beverley Township	12		120 00
Dundas Town	14	10	358 00
			1442 00
Less commission at 6 per cent			86 52
	108	22	1355 48
NORTH YORK.			
King Township	16	5	220 00
Whitchurch Township	9	2	114 00
East Gwillimbury	11		110 00
North do	4		40 00
Georgina Township	4	2	64 00
Newmarket Village	6	8	156 00
Aurora do	5	1	62 00
Holland Landing	3	2	54 00
			820 00
Less commission at 6 per cent			49 20
	58	20	770 80

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

—	Number of Tavern.	Number of Shop.	Amount received by Government.
PART OF YORK.			$ cts.
York Township	38	6	452 00
Markham Township	23	5	290 00
Vaughan do	22	4	268 00
Scarborough do	11		110 00
Etobicoke do	8	2	104 00
Yorkville Village	6		60 00
			1284 00
Less commission at 6 per cent			77 04
	108	17	1206 96
RUSSELL.			
Russell Township	4	2	64 00
Clarence do	4		40 00
			104 00
Less commission at 6 per cent			6 24
	8	2	97 76
ALGOMA.			
Fort William	1		
Sault Ste Marie	8		
Wellington Mines	4		
Manitoulin Island	3		
Killarney	2		
Steamers Chicora, Algoma, and Cumberland	3		256 00
Less for commission at 6 per cent.			15 36
	21		240 64

RECAPITULATION.

COUNTY.	Number of Tavern.	Number of Shop.	Amount received by Government.
			$ cts.
Algoma	21		240 64
Brant	112	29	1837 70
Bruce	106	25	1355 48
Carleton	71	5	714 40
Dundas	31	9	392 92
Durham East	44	12	704 06
Durham West	30	8	411 72
Elgin	88	25	1231 40
Essex	112	19	1605 52
Frontenac	166	27	2847 26
Glengarry	31	15	458 76
Grenville	48	16	780 20
Grey	111	11	1308 48
Haldimand	89	15	1005 80
Halton	60	10	749 18
Hamilton City	128	86	3923 48
Hastings	113	22	1465 46
Huron	133	38	1744 64
Kent	116	42	1871 54

RETURN giving the number of Tavern and Shop Licenses, &c.—*Continued.*

RECAPITULATION.—*Continued.*

COUNTY.	Number of Tavern.	Number of Shop.	Amount received by Government. $	cts.
Lambton	82	33	1253	96
Lanark North	22	2	229	36
Lanark Sonth	39	13	593	14
Leeds	86	17	1227	64
Lennox and Addington	50	7	621	24
Lincoln	96	24	1545	36
London City	83	31	1952	38
Middlesex	187	30	2239	08
Niagara	21	6	363	78
Norfolk	74	10	808	40
Northumberland East	26	9	345	92
Northumberland West	37	6	590	32
Oxford	106	28	1572	62
Ontario	93	28	1242	68
Ottawa City	99	76	2756	08
Peel	89	25	1117	20
Perth	141	26	1931	70
Peterborough	80	15	1169	36
Prescott	37	5	401	67
Prince Edward	21	4	282	00
Stormont	38	9	504	78
Toronto City	242	104	5769	72
Renfrew	100	33	1321	64
Simcoe	207	52	2721	64
Victoria	73	11	902	40
Waterloo	150	31	1953	32
Welland	135	22	1657	22
Wellington	193	61	2675	24
Wentworth	108	22	1355	48
York, North	58	20	770	80
York, part of	108	17	1206	96
Russell	8	2	97	76
	4499	1193	67,329	49

RETURN

Of Correspondence and Papers relating to the Port Dover and Lake Huron Railway.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 12th March, 1873.

SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO PORT DOVER AND LAKE HURON RAILWAY.

1873.
March 11. Letter from Gilbert Moore, President of Port Dover and Lake Huron Railway, to Hon. Adam Crooks, Provincial Treasurer.
March 10.—Letter, embodying estimates, &c., from President Port Dover and Lake Huron Railway to Hon. T. B. Pardee, Provincial Secretary.
List of stockholders of the Port Dover and Lake Huron Railway.
Certificates of President and Secretary of Port Dover and Lake Huron Railway as to correctness of share list.
March 12.—Letter from President of Company to Provincial Treasurer, enclosing copies of By-laws (certified), Town of Woodstock.
1872.
December 30.—By-law, granting bonus from Town of Simcoe.
1873.
February 21.—Letters, embodying estimates from Frank Gordon, Engineer, to President and Directors of Port Dover and Lake Huron Railway.
1872.
November 11.—Letter of qualification from Charles Seymour, Kentucky, to Frank Gordon.
1873.
March 7.—Letter from F. Shanly to President Port Dover and Lake Huron Railway.
March [illegible].—Letter from McMurray, Fuller and Co., contractors, to President of Port Dover and Lake Huron Railway.
March 10.—Statement of amount paid in by indebted municipalities.
March 12.—Letter from A. Monteith, M.P.P., to Provincial Secretary
March 7.—Certified copy of by-law of Town of Stratford.
March 13—Letter from Assistant-Secretary Eckart to A. Monteith, M.P.P.

TORONTO, March 11th, 1873.

DEAR SIR,—At an interview had last night with the Honorable O. Mowat, he kindly requested us to hand to you our petition and papers connected with our Port Dover and Lake Huron Railway Company, so that you might look over them before handing them to him. Any information that you may require that is not contained in the papers herewith submitted, if in our power we shall be most happy to give it to you before we leave the city, which will be to-morrow, if not required to remain longer in the interest of the company. Trusting that you and your honorable colleagues will give this matter your earliest and most favourable consideration,

We remain,
Your most obedient servants,
(Signed) GILBERT MOORE,
President.
" H. PARKER,
Vice-President.

List of papers :—

1. Petition.
2. List of stockholders.
3. Bonus. Woodstock.
4. Bonus. Stratford, certificate from Stratford expected by mail.
5. Bonus. Simcoe.
6. Engineer Gordon's estimate Certificate of his qualifications.
7. Contractor Shanly's letter.
8. Contractors McMurray, Fuller and Co.
9. Statement of amount paid in by indebted municipalities.

(Signed) GILBERT MOORE,
President.
" H. PARKER,
Vice-President.

Honourable Adam Crooks.

TORONTO, March 10th, 1873.

To the Honourable the Provincial Secretary.

HONOURABLE SIR,—By the authority of the Directors of the Port Dover and Lake Huron Railway Company, I have the honour to submit the following statement of its affairs for the purpose of obtaining aid towards the construction of the line under the terms of the Act 35 Vic. Cap. 53, which received the Royal assent on the 2nd March, 1872.

The line starts from Port Dover, thence by way of Simcoe, Otterville, Norwich, Woodstock, and to Stratford, having a total mileage of sixty miles or thereabouts.

The line has been located and some work done on it, from Port Dover to Woodstock; in the other portions of the line the engineers are now at work locating it.

ESTIMATED COST.

Port Dover to Woodstock	$578,342·25
Woodstock to Stratford	280,000·00
	$858,342·25

ESTIMATE FOR CAPITAL.

Work done on old line, Account	$101,194·25
Stock subscribed	105,000·00
Woodstock bonus	50,000·00
Stratford	30,000·00
Simcoe	10,000·00
Government bonus (if granted)	120,000 00
Bonds to be issued	416,194·00
	$832,388·25
Deficit on cost of work	34,936·00

It thus appears that there is a deficit of $34,934·00; we present those figures, believing, as we do, that the said road has special claims to aid.

Many of the municipalities to be served have been wrongfully lying under a heavy burden of debt that has prevented their taking any action on their part to aid and secure railway facilities which they have so much required. (" See Parliamentary investigation as shown in appendix " No. 6. Vol. 15, No. 2 for 1857) again see Chancery suit as given on 30th June, 1864, which would have entirely relieved us, and we would now have been in a position to have claimed our share of surplus had the same statute been in force as was enacted, 35 Vic. Cap. 13.

We beg to say that the following townships had, at public meetings, pledged themselves to give the following bonuses in the event of their being relieved from their liability to the old Woodstock and Lake Erie Railway.

Woodhouse	$15,000 00
Windham	20,000·00
Norwich	30,000 00
East Oxford (submitted by law)	10,000·00
" Zora " "	20,000 00
" Downie " "	15,000·00
North East Hope agreed to submit	15,000·00
South " " " "	10,000·00
	$135,000·00

The By-laws in the last three townships it was not thought best to submit to a vote till the Government had dealt with the debt of the County of Perth, and the large reduction now proposed will make their consummation almost a certainty. As we wish to proceed with the construction of the work at once, we hope the Government will regard our application favourably.

I have the honour to be,
Your obedient servant,
(Signed) GILBERT MOORE,
President.

SHARE LIST No. 2.

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent. paid.
				$ ct.
Nov. 20	George Emign	Norwich	1	$10 00
	John P. Crook	do	1	10 00
	Stephen Coon	do	1	10 00
	Wm. Jacob	do	2	20 00
	J. C. Robson	do	1	10 00
	Jessie Stower	do	1	10 00
	W. B. Stower	do	1	10 00
" 21	Levi Hunt	do	2	20 00
	W. Merrill	do	10	100 00
	N. B. Cory	do	1	10 00
	W. Addison	do	2	20 00
	John Taylor	do	1	10 00
" 23	Edwin Underwood	do	1	10 00
" 25	B. Loning	do	1	10 00
	R. O. Snider	do	1	10 00
	Gilbert Duncan	do	5	50 00
" 26	Elgin E. Mott	do	1	10 00
	Sylvanus Nichol	do	2	20 00
	Moses Mott	do	1	10 00
" 27	Geo. Zufelt	do	1	10 00
" 28	R. S. Aikman & Son	do	1	10 00
" 29	W. Cornell	do	1	10 00
" 30	C. & E. Burgess	do	1	10 00
	John Smith	do	1	10 00
	W. Cohoe	do	1	10 00
" 25	R. A. Fyfe	Woodstock	2	20 00
" 30	A. J. Thomson	do	2	20 00
Dec. 3	L. F. Bungay	Norwich	1	10 00
	E. C. Palmer	do	5	50 00
	N. H. McAfee	do	1	10 00
	W. S. Moore	do	1	10 00
	M. Snyder	do	1	10 00
	W. Pollard	do	1	10 00
	J. Maycock	Woodstock	2	20 00
" 4	Sutton Frozell	do	2	20 00
	Joseph Close	do	1	10 00
" 6	H. P. Brown	do	1	10 00
	W. Totten	do	1	10 00
	P. Crosswhait	Norwich	1	10 00
	J. H. Haight	do	1	10 00
	H. Haight	do	1	10 00
	E. O'Neil, jun.	do	2	20 00
	C. Ward	do	1	10 00
	Mariah Sackrider	do	1	10 00
	John Gillam	do	1	10 00
	A. Pottard	do	1	10 00
	Geo. Cowpland.	do	1	10 00
	Wm. Morgan	do	1	10 00
	B. F. Palmer	do	2	20 00
	John Topham	do	1	10 00
	F. Force	do	1	10 00
	James McLees	do	1	10 00
	H. Nichols	do	1	10 00
" 7	H. M. McKay	Woodstock	1	10 00
	Jno. Heath	do	1	10 00
	C. J. Love	do	1	10 00
	T. J. Clarke	do	12	120 00
	Wm. Greg	do	4	[illegible]0 00
" 9	Jno. Cameron	do	1	10 00
	Gordon L. McKay	do	4	40 00
	J. Rippon	do	1	10 00
	C. Slaght	do	2	20 00
	D. Peacock	do	10	100 00
	Scott & White	do	6	60 00
	Thos. Oliver	do	1	10 00

SHARE LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent paid.
				$ cts.
Dec. 9	F. B. Scofield	Woodstock	10	100 00
	J. L. Clarkson	do	3	30 00
	W. Biggins	do	2	20 00
	W. Elton	do	1	10 00
	H. J. Buclets	do	1	10 00
	Amos Harwood	do	1	10 00
	J. L. Thompson	do	1	10 00
	Jas. Scarff	do	2	20 00
	I. & J. Short	do	4	40 00
	E. C. Stover	Norwich	1	10 00
	E. H. Snyder	do	1	10 00
	S. S. Burtin	do	1	10 00
	A. Wedin	do	1	10 00
	A. Wilson	do	1	10 00
	Jas. Carroll	do	1	10 00
	H. Tapley	do	1	10 00
	N. H. Church	Woodstock	1	10 00
	E. Guppy	do	1	10 00
" 10	H. Parker	do	10	100 00
	F. H. Parker	do	1	10 00
	J. D. Hood	do	1	10 00
	E. Higgins	do	1	10 00
	John Silcox	do	1	10 00
	D. R. Stewart	do	1	10 00
	John Muir, Senr	do	1	10 00
	J. O'Neil	do	1	10 00
	Jno. Bickle	do	3	30 00
	Peter Craig	do	1	10 00
	Richard White	do	2	20 00
	E. Deeds	Simcoe	5	50 00
	Jno. Nickerson	do	2	20 00
	Geo. Battersby	do	2	20 00
	D. J. Duncomb	do	2	20 00
	A. F. Scott	do	1	10 00
	Walter Mathews	do	1	10 00
	W. C. Brown	do	1	10 00
	A. J. Douley	do	1	10 00
	J. J. Walker	do	1	10 00
	John Menzies	do	1	10 00
	A. Durward	do	1	10 00
	A. Merrill	do	1	10 00
	C. W. Coverton	do	1	10 00
	J. H. Ansley	do	1	10 00
	W. & J. Dean	do	1	10 00
	L J. Sovereign	do	2	20 00
	Gordon & Ellis	do	2	20 00
	G. F. Counter	do	1	10 00
	J. Austin	do	1	10 00
	C. Pihlen	do	1	10 00
	Misern & Kendall	do	1	10 00
	W. Nilson	do	4	40 00
	J. E. Potts	do	2	20 00
	John Curtis	do	2	20 00
	H. C. Ford	do	4	40 00
	R. N. Saunders	Woodstock	3	30 00
	John McGees	do	1	10 00
	John Craine	do	1	10 00
	Geo. L. Beard	do	1	10 00
	Henry Hall	do	1	10 00
	J. Pocock	do	1	10 00
	Jas. F. Bain	do	1	10 00
	H. Emign	do	2	20 00
	A. L. Wilcox	Norwich	1	10 00
	E. M. Schooley	do	10	100 00
	A. J. Merritt	do	1	10 00
	Abner Nasly	do	1	10 00

SHARE LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date	Name.	Address.	No. of Shares.	10 per cent. paid.
				$ cts
Dec. 10	John Ray	Norwich	1	10 00
	J. A. Burgess	do	1	10 00
	John Douglas	do	1	10 00
	D. S. Beckerfield	do	1	10 00
	H. Ackerman	do	1	10 00
	J. D. Palmer	do	1	10 00
	H. J. Adams	do	1	10 00
	W. Stover	do	1	10 00
Dec. 11	E. W. Burgess	do	2	20 00
	James Haker	do	1	10 00
	Harry Wood	do	1	10 00
	A. J. Stover	do	2	20 00
	M. Charleton	do	1	10 00
	A. Ballard	do	1	10 00
	W. H. Bradly & Co	do	1	10 00
	T. Cromwell	do	1	10 00
	W. H. Case	do	1	10 00
	D. Donald	do	1	10 00
	W. C. Griffin	do	1	10 00
	J. Bullock	do		
Nov. 18	John Brown	do	1	10 00
" 16	G. Moor	do	12	120 00
	T. M. Stevens	do	1	10 00
	David Roddy	do	1	10 00
	Seneca Pitcher	do	4	40 00
	A. E. Dykeman	do	1	10 00
	D. W. Miller	do	10	100 00
Dec. 12	B. Outram	Woodstock	1	10 00
" 19	W. R. Brown	Norwich	1	10 00
" 14	W. Weeks.	Woodstock.	2	20 00
" 12	H. Cole	Norwich	1	10 00
	N. Brady	do	2	20 00
	J. McKnight	do	4	40 00
	Geo. Snyder	do	1	10 00
	J. A. Brown	do	2	20 00
	F. S. McCurdy	do	1	10 00
	Jno. Moore	do	1	10 00
	Cozens & Rawlins	do	2	20 00
	H. Dennis	do	2	20 00
" 14	W. R. Bradley	Woodstock	1	10 00
	Robert Bickle	do	2	20 00
	John Budd	do	1	10 00
	Thos. Carr	do	1	10 00
	A. W. Francis	do	3	30 00
	F. J. Gerring	do	1	10 00
	Gardner & Rose	do	2	20 00
	John Lyon	do	1	10 00
	John Mitchell	do	1	10 00
	Donald Murray	do	1	10 00
	W. Nasmith	do	1	10 00
	W. Petman	do	1	10 00
	Angus Rose	do	1	10 00
	H. McKenzie	do	1	10 00
	Ashton Fletcher	do	1	10 00
	William Petit	do	1	10 00
	Thomas Land	do	1	10 00
	William Scarff	do	1	10 00
	Hart Phelps	do	1	10 00
	George Pascoe	do	1	10 00
	Evan Lewis	do	1	10 00
16	J. White & Co.	do	5	50 00
	F. Nisbit	do	1	10 00
	A. F. Reynolds	do	1	10 00
	T. & J. Grant	do	1	10 00
	R. Bird sen. & jun.	do	3	30 00

SHARE LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent. paid.
				$ cts.
Dec. 16......	D. Richards	Woodstock	2	20 00
	W. Hersee	do	3	30 00
	W. Carlisle	do	1	10 00
	Davidson & Co.	do	2	20 00
	William Potts	do	1	10 00
	John Cameron	do	2	20 00
	Isaac Kitchen	Port Dover	1	10 00
	T. L. Gillis	do	2	20 00
	Adam Lawson	do	1	10 00
	J. W. Stewart	do	1	10 00
	P. G. Bagley	do	2	20 00
	L. Routh & Co.	do	10	100 00
	Lewis Hoffman	do	1	10 00
17......	W. Rose	do	1	10 00
	G. Mathews	do	1	10 00
	H. H. Sovereign	do	2	20 00
	C. W. Smith	do	1	10 00
	Robert Mann	do	1	10 00
	W. H. Watts & Dolds	do	1	10 00
	Ozias Ansley	do	3	30 00
	W. Cayley & George Hasted	do	1	10 00
	L. B. Follersly	do	2	20 00
	L. B. Follersly & Pain	do	1	10 00
	A. Beaupre	do	1	10 00
	R. M. Kebrich & C. Nichol	do	1	10 00
	W. Bowlby	do	2	20 00
	Peter Lawson	do	3	30 00
	J. Ryence & Warred	do	1	10 00
	T. F. Grey	do	2	20 00
	J. M. England	do	1	10 00
	R. Smith	do	2	20 00
	G. F. Allen	do	1	10 00
	S. Balch	do	1	10 00
	And. Lang	do	1	10 00
	Edward Hall	do	10	100 00
	C. C. Old	do	1	10 00
	G. W. Hall	do	1	10 00
	John Scott	do	2	20 00
	James Scott	do	3	30 00
	John Beaupre	do	2	20 00
	John Deacon	do	3	30 00
	William Turner	do	1	10 00
	J. Stickney	do	1	10 00
	W. Powell	do	10	100 00
	A. Thompson	do	10	100 00
	N. O. Walker	do	10	100 00
	J. McBride	do	3	30 00
	Alfred Thurlow	do	2	20 00
	Thomas Adams	Woodstock	1	10 00
	Lyman Miller	do	1	10 00
Dec. 17	Thomas McKenzie	Woodstock	1	10 00
	John Forrest	do	1	10 00
	George Currie	do	1	10 00
	D. P. Dixon	do	1	10 00
	J. H. Hill	do	1	10 00
	George Smith	do	1	10 00
	John Webb	do	1	10 00
	E. J. Jackson	do	1	10 00
	J. McWhiniatt	do	1	10 00
	S. Kollinger	do	1	10 00
	J. M. Burns	do	5	50 00
	John Bain	do	1	10 00
	J. & G. Thompson	do	1	10 00
	W. Wallace	Simcoe	10	100 00
	Alex. Murray	do	1	10 00

SHARE LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent. paid.
				$ cts.
Dec. 17	John Pascoe	Woodstock	1	10 00
	George Frazer	do	1	10 00
	W. Bishop.	do	2	20 00
	Charles H. Huble	Norwich	2	20 00
	Ed. Snyder	do	1	10 00
	M. Dease	do	1	10 00
	John Pollock	do	1	10 00
	George Bleakley	do	2	20 00
	H. McKee	do	1	10 00
	H. L. Losee	do	4	40 00
	Alex. Watson	Woodstock	1	10 00
	McKay & Comfort	do	3	30 00
	George Haywood	do	2	20 00
	W. A. Reid	do	2	20 00
	J. & L. Wilson	do	4	40 00
	J. & C. Hardy	do	1	10 00
	John Glendinning	do	1	10 00
	J. M. Perry	do	1	10 00
	R. S. Schell & Co.	do	2	20 00
	D. C. Richmond	do	1	10 00
	George Pave	do	1	10 00
	D. J. Turquand	do	1	10 00
	W. B. Teiple	do	1	10 00
	L. H. Swan	do	1	10 00
	James McWhirter	do	1	10 00
	James Hay	do	3	30 00
	R. G. Chambers	do	1	10 00
	H. J. Tinkle	do	1	10 00
	H. Pryor	do	1	10 00
	J. McIntyre	do	2	20 00
	F. K. Hall	do	1	10 00
	[illegible]. Ingraham	do	1	10 00
	R. R. Dent	do	5	50 00
	R. Johnson	do	2	20 00
	Jim Martin	do	2	20 00
	George Bowditch	do	1	10 00
	J. M. Miller	do	1	10 00
	S. M. Cowpland	do	1	10 00
	John Forbes	do	1	10 00
	B. L. Bradley	do	3	30 00
	M. M. Nisbit	do	1	10 00
	R. Woodroofe & Son	do	1	10 00
	R. Martin	do	1	10 00
	James Sutherland	do	2	20 00
	Robert Hallyer	Port Dover	2	20 00
	Francis Man	do	2	20 00
" 16	Benj. Williams	do	1	10 00
	George A. Parks	do	1	10 00
	Alex. McQueen	do	1	10 00
	N. B. Scholfield	do	1	10 00
	Alfred Ades	do	1	10 00
	James Wiggins	do	1	10 00
	Lawrence J. Key	do	1	10 00
	Robert Riddes	do	1	10 00
	H. Fairchild	do	1	10 00
	E. Hammond	do	1	10 00
	Thomas Corbett	do	1	10 00
	James Riddell	do	1	10 00
	John Alexander	do	1	10 00
	W. Bannister	do	1	10 00
	Robert Wardall	do	1	10 00
	Robert Law	do	1	10 00
	W. Wilkinson	do	1	10 00
	Francis Pannett	do	1	10 00
	Isaac L. Ryerse	do	1	10 00

SHARE LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Names.	Address.	No. of Shares.	10 per cent. paid.
Dec. 17.. ...	John Petrie	Port Dover	1	10 00
	Clover Austice	do	1	10 00
	George Merrill	do	1	10 00
	Peter Ryerse	do	1	10 00
	Robert Ryerse	do	1	10 00
	Wm. Law	do	1	10 00
	George Wilson	do	1	10 00
	David Wood	do	1	10 00
	Henry Roberts	do	1	10 00
	George Lawrie	do	1	10 00
	George Dixon	do	1	10 00
	O. C. Fletcher & E. D. Price	do	1	10 00
	J. Fade & A. Austin	do	1	10 00
	J. Hume & W. Craig	do	1	10 00
	R. Elliott & W. Hammond	do	1	10 00
	G. Mitchell & A. Jones	do	1	10 00
	J. Allison & J. Smith	do	1	10 00
	Morquery & Allen	do	1	10 00
	E. H. Ryerse & J. Law	do	1	10 00
	D. Moore & J. McWade	do	1	10 00
	F. A. Coker & G. Gilbert	do		
	Ed. Gilbert & T. T. Walker	do	1	10 00
	Bigan Varey	do	½	5 00
	A. & F. McCall	do	4	40 00
	T. Hunt	Norwich	1	10 00
	John D. Tidey	do	1	10 00
	Mary Brown	do	1	10 00
	S. Chambers	do	1	10 00
	John Grey	do	1	10 00
	W. Shade	do	1	10 00
	R. B. Mason	do	1	10 00
	W. Paldon	do	1	10 00
	E. Cook	do	10	100 00
	E. R. Almas	do	1	10 00
	T. Wesley	do	1	10 00
	John D. Conley	do	1	10 00
	G. A. Blakeslie	do	5	50 00
	T. J. Pennington	Otterville	1	10 00
	Thomas Parsons	do	1	10 00
	Charles Bauslaugh	do	1	10 00
	G. W. Carden	do	1	10 00
	M. Maddison	do	1	10 00
	H. C. Loning	do	1	10 00
	G. L. Sipperd	do	1	10 00
	Warren Darkee	do	1	10 00
	H. A. Titus	do	1	10 00
	S. Chiswell	do	1	10 00
	A. W. Lewesdale	do	2	20 00
	Wm. Gammon	do	1	10 00
	George Kent	do	5	50 00
	F. Pomfort	do	1	10 00
	J. J. Warner	do	1	10 00
	James Gowan	do	1	10 00
	Jacob Moore	do	1	10 00
	Isaac Whiting	do	5	50 00
	John Furton	do	1	10 00
	W. L. Watts	do	1	10 00
	John Haywood	do	1	10 00
	R. Tufford	do	1	10 00
	M. D. Carder	do	1	10 00
	George Southwick	do	5	50 00
	R. Addison	do	1	10 00
	W. Irvine	do	3	30 00
	C. W. Bagley	do	1	10 00
	Ed. Addison	do	3	30 00

SHARE LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent paid.
				$ cts.
Dec. 16	William Moore	Otterville	1	10 00
	A. R. Moore	do	1	10 00
	F. G. Bullock	do	1	10 00
	R. C. Addison	do	1	10 00
	William Cornell	do	5	50 00
	J. W. Fish	do	1	10 00
	J. E. Bullock	do	11	110 00
	J. Wood	Woodstock	10	100 00
	G. A. Cook	do	1	10 00
	Thos. Dorton	do	1	10 00
	Thos. Henry	do	1	10 00
	Alexander Bayne	do	1	10 00
	A. McClemegan	do	4	40 00
	G. R. Patullo	do	1	10 00
	J. Rapson	do	1	10 00
	H. B. Beard	do	2	20 00
" 17	A. Williams	Stratford	10	100 00
	G. Home	do	5	50 00
	W. Marshall	do	10	100 00
	T. Wessett	do	1	10 00
	C. Cartwright	do	1	10 00
	W. Whally	do	2	20 00
	J. G. Kirk	do	1	10 00
	S. S. Fuller	do	10	100 00
	O. Higgins & Son	do	5	50 00
	J. Kneith	do	5	50 00
	G. Forman	do	5	50 00
	J. J. Schultz	do	3	30 00
	T. M. Robb	do	1	10 00
	J. A. Kirk	do	1	10 00
	W. Gordon	do	1	10 00
	J. Wilson, sen.	do	1	10 00
	J. & R. Forbes	do	3	30 00
	W. Esson	do	2	20 00
	L. T. O. Loane	do	3	30 00
	J. Cory	do	3	30 00
	J. W. Blair	do	1	10 00
	A. S. Reynolds	do	1	10 00
	James McEwan	do	1	10 00
	J. G. Yeoman	do	1	10 00
	Thomas Lawson	do	1	10 00
	G. Ware	do	1	10 00
	J. Pratt	do	1	10 00
	J. R. Shield	do	1	10 00
	H. Gibson	do	1	10 00
	H. T. Legg	do	1	10 00
	James Sharman	do	1	10 00
	James Redford	do	10	100 00
	T. M. Daly	do	10	100 00
	Glendenning & Crispin	do	1	10 00
	R. Biggs, jun	do	1	10 00
	W. Buckingham	do	3	30 00
	J. Snyder, jun.	do	2	20 00
	R. Swan	do	4	40 00
	J. McCauty	do	2	20 00
	A. Cavin	do	2	20 00
	H. J. Rankin	do	1	10 00
	J. W. James	do	1	10 00
	M. J. Hannisan	do	1	10 00
	J. J. Odbut	do	1	10 00
	James O. Loane	do	1	10 00
	N. A. Bostwick	do	1	10 00
	W. Caslin	do	1	10 00
	C. & G. Scott	do	1	10 00
	John Hossie	do	1	10 00

SHARES LIST No. 2.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent. paid.
				$ cts.
Dec. 17	D. R. McPherson	Stratford	1	10 00
	J. M. McQuade	do	1	10 00
	T. R. Fuller	do	2	20 00
	A. Matheson	do	2	20 00
	P. Northington	do	1	10 00
	A. Smith	do	1	10 00
	J. G. McDonald	do	1	10 00
	R. Daly	do	1	10 00
	R. Shea	do	2	20 00
	W. Winter	do	1	10 00
	W. R. Marshall	do	1	10 00
	J. Hide	do	1	10 00
	D. S. Caven	do	1	10 00
	D. H. Lizzars	do	1	10 00
	W. Alexander	do	1	10 00
	Thos. Miller	do	1	10 00
	A. L. Argo	do	5	50 00
	J. Fisher	do	3	30 00
	J. P. Wood	do	3	30 00
	R. & J. G. Smith	do	2	20 00
	J. A. McCulloch	do	10	100 00
	James Dow	do	2	20 00
	James Ames	do	2	20 00
	A. Hepburn	do	1	10 00
	A. Grant	do	3	30 00
	W. Mowat	do	4	40 00
	J. S. Mack	do	1	10 00
	J. G. Turner	do	1	10 00
	A. Marshall	do	2	20 00
	W. Jeffry	do	1	10 00
	G. W. Lawrence	do	2	20 00
	D. Campbell	do	1	10 00
	J. S. Corey	do	1	10 00
	W. Steer	do	1	10 00
	Charles Lee	do	1	10 00
	D. Scringeour	do	1	10 00
	R. Myers	do	2	20 00
	J. R. Hessin	do	1	10 00
	Jamee Sion	do	2	20 00
	Thomas Ballatyne	do	1	10 00
	Charles Dunn	do	1	10 00
	G. Warrington	do	1	10 00
	H. W. Hall	Woodstock	1	10 00
	J. Ingersoll	do	1	10 00
	J. R. Sawtell	do	1	10 00
	J. H. Nellis	do	1	10 00
	John Weeks	do	1	10 00
	A. McKenzie	do	1	10 00
	R. G. Chambers	do	1	10 00
	H. M. McKey	do	1	10 00
	W. Paling	do	1	10 00
	B. Vaveys	Port Dover	½	5 00
	H. H. Southwich	Otterville	1	10 00
	W. F. Kay	do	2	20 00
	W. A. Parker	do	2	20 00
	B. R. Mordon	do	1	10 00
	F. Shaw	do	1	10 00
	A. J. Collen, M.D.	do	1	10 00
	J. Surs	do	1	10 00
	J. McFarlane	do	1	10 00
	Peter Mitchel	do	1	10 00
	D. W Stewart	do	1	10 00
	R. McKnight	do	1	10 00
	J. Cleveland	do	1	10 00
	Melbourn Dunker	do	2	20 00

SHARE LIST No. 4.—*Continued.*

PORT DOVER AND LAKE HURON RAILWAY COMPANY.

Date.	Name.	Address.	No. of Shares.	10 per cent. paid.
				$ cts.
Dec. 17	M. Silverthorn	Otterville	1	10 00
	Harry Eggman	do	2	20 00
	W. A. Parsons	do	4	40 00
	J. D. Fish	do	1	10 00
	W. S. S. Fuller	Balance of Stratford shares	30	300 00
	Total			$10,000 00

I, R. W .Sawtelle, Secretary of the Port Dover and Lake Huron Railway Company, hereby certify that this is a correct list of the stockholders in said company, with the number of shares held by each, and the amount paid thereon being 10 per centum of the full amount.

R. W. SAWTELLE,
Secretary.

Woodstock, March 10th 1873.

I, Gilbert Moore, President of the Port Dover and Lake Huron Railway Company, do hereby certify that the within list of stockholders is a correct list of all those stockholders that have paid the first call. And that there is a further sum of $5,000 subscribed, on which the first call has not been paid, but I have no hesitation in saying that I believe it will be paid as well as the within list, the subscribers being all well able to pay their stock.

GILBERT MOORE,
President.

TORONTO, 12th March, 1873.

HON. ADAM CROOKS,
Treasurer, Ontario.

DEAR SIR,—In our letter to you yesterday, we were not able to furnish you with the copy of the Stratford By-law, granting aid to the "Port Dover and Lake Huron Railway Company." We now beg to enclose you printed copies of both the Woodstock and Stratford By-laws, as passed the vote of the ratepayers on the 3rd and 7th of March, 1873, and a telegram from Stratford, promising town clerk's certificate of the passage of the by law, which proper certificate we promised to forward on our return home if not received before we leave the city.

For any further information that you may require of us, will you be kind enough to address R. W. Sawtelle, Esq. Secretary, P. D. & L. H. R. R. Co., Woodstock, and oblige

Your obedient servants,
(Signed) GILBERT MOORE,
President.

(Signed) H. PARKER,
Vice-President.

Memo.

Certified copy of By-law of the Municipality of the Town of Woodstock, granting a bonus of $25,000, to aid in the construction of the "Port Dover and Lake Huron Railway," between that town and the Town of Stratford.

Memo.

Certified copy of By-law of the Municipality of the Town of Woodstock, granting a bonus of $25,000, to aid in the construction of that part of the "Port Dover and Lake Huron Railway" lying to the south of the said town.

COPY OF BY-LAW NO. 94,

(*Passed in open Council, this 30th day of December, A.D. 1872,*)

To raise by way of loan the sum of ten thousand dollars, to aid and assist the Port Dover and Lake Huron Railway Company by giving the said sum to the said company by way of bonus, to be expended in the construction of that part of the said railway lying south of the northern boundary of the Town of Simcoe.

Whereas, by an Act of the Legislature of the Province of Ontario, passed in the thirty-fifth year of the reign of Her Majesty, Queen Victoria, and entitled, "An Act to incorporate the Port Dover and Lake Huron Railway Company," it is enacted amongst other things as follows :—

"And it shall further be lawful for any municipality or municipalities through any part of which, or near which the railway or works of the company shall pass or be situated, to aid or assist the said company, by loaning, or guaranteeing, or giving money by way of bonus to the company, or issuing municipal bonds to or in aid of the said company, and otherwise in such manner and to such extent as such municipalities or any of them shall think expedient; Provided, always, that such aid, loan, bonds or guarantee shall be given under a by-law for the purpose, to be passed in conformity with the provisions of the Act respecting municipal institutions for the creation of debts:"

And, whereas, the said railway will pass through or near the municipality of the Town of Simcoe;

And, whereas, the municipality of the corporation of the said Town of Simcoe have therefore determined to aid and assist the said Port Dover and Lake Huron Railway Company by giving to the said company, by way of bonus, the sum of ten thousand dollars, under the authority conferred by the said above mentioned Act, to be applied and expended on that part of the said railway lying south of the northern boundary of the said Town of Simcoe;

And, whereas, to carry the said determination into effect, it is necessary that the said municipality should raise the said sum of ten thousand dollars in the manner hereinafter mentioned;

And, whereas, it will require the sum of eleven hundred dollars to be raised annually by special rate for the payment of the said sum of ten thousand dollars and interest, on the debentures to be issued for the same as hereinafter mentioned;

And, whereas, the amount of the whole rateable property for the said municipality of Simcoe irrespective of any future increase of the same, and also irrespective of any increase to be derived from the temporary investment of the sinking fund hereinafter mentioned, or any part thereof according to the last revised assessment roll of the said municipality being for the year 1872, is four hundred and ninety one thousand eight hundred and seventy-six dollars;

And, whereas, the amount of the existing debt of the said municipality is as follows :—For principal, the sum of five hundred dollars, and for the yearly interest thereof, the sum of thirty dollars, of which interest none is in arrear, besides the claim, if any, against the said municipality, under the Municipal Loan Fund Act;

And, whereas, for paying the interest and creating a sinking fund for paying the said sum of ten thousand dollars, as hereinafter mentioned, it will require an equal annual special rate of two mills and twenty-four one-hundredths of a mill in the dollar, in addition to all other rates to be levied in each year :

1st. Be it therefore enacted by the Municipal Council of the Corporation of the Town of Simcoe, that it shall and may be lawful for the said municipality to aid and assist the said Port Dover and Lake Huron Railway Company, by giving thereto the sum of ten thousand dollars by way of bonus.

That it shall be lawful for the purposes aforesaid, for the reeve of the said municipality to cause any number of debentures to be made, for such sums of money as may be required for the said purpose, not less than twenty dollars each, and not exceeding in the whole the amount of ten thousand dollars, which said debentures shall be sealed with the seal of said municipality, and be signed by the reeve and countersigned by the treasurer of the said municipality.

That the said debentures shall be made payable in twenty years from the day hereinafter mentioned for this by-law to take effect at the Canadian Bank of Commerce, in Simcoe, and shall have attached to them coupons for the payment of interest, at the rate and in the manner hereinafter mentioned.

That the said debentures shall bear interest, at and after the rate of six per cent per annum, from the date at which the said debentures shall respectively be paid or delivered over by the trustees, to be appointed in accordance with the said Act, incorporating the Port Dover and Lake Huron Railway Company, to the treasurer of the said railway company under the provisions of this by law hereinafter set forth, which interest shall be payable half-yearly on the 1st day of July and January in each year, at the Canadian Bank of Commerce, in Simcoe.

That for the purpose of forming a sinking fund for the payment of said debentures and the interest thereon, at the rate aforesaid, an equal special rate of two mills and twenty-four one-hundredths of a mill in the dollar shall, in addition to all other rates, be raised, levied and collected in each year upon all rateable property in the said Town of Simcoe during the said term of twenty years from the coming into effect of this by-law, unless such debentures shall be sooner paid.

That the trustees to be appointed in accordance with the said Act, shall retain all the said debentures, coupons or interest warrants, and all moneys payable thereunder, in their custody or control, until the said Port Dover and Lake Huron Railway Company shall have fully and completely bridged and graded, so as to be ready for the ties and rails, the whole of their line of railway south of the northern boundary of the Town of Simcoe.

That as soon as the said railway company shall have fully and completely bridged and graded all their line of railway south of the northern boundary of said Town of Simcoe, and shall have produced to the said trustees in accordance with the provisions of the said Act, the certificate of the chief engineer of the said railway company, countersigned by the reeve and the clerk of the said Town of Simcoe and sealed with the seal of the said town, that the whole of the line of the said railway, south of the northern boundary of the said Town of Simcoe, has been so fully and completely bridged and graded ; then if the said line of railway shall pass through some part of said Town of Simcoe, or within one quarter of a mile of the limits of said Town of Simcoe, but not otherwise, the said trustees shall pay or deliver over to the treasurer of the said Port Dover and Lake Huron Railway Company, for the use of the said company, one moiety or half part, of all such debentures, with the relative coupons, or interest warrants issued under or by virtue of this by-law, or any money which has been paid thereunder.

That the line of the said company's railway shall be so fully and completely bridged and graded, south of the northern boundary of the said Town of Simcoe, within the time fixed and limited by the Act incorporating such company, or any further or future extension thereof that has been or may be granted ; and in the event of the said company failing to perform this and the foregoing conditions, then it shall be lawful for the said trustees to return to the said corporation of the said Town of Simcoe, and they shall so return, the debentures and coupons received from it, and any moneys received in the meantime in respect thereof, absolutely freed and discharged from any right or claim thereto of the said railway company, their successors or assigns.

That so soon as the said railway company shall have constructed their said railway, south of the northern boundary of the said Town of Simcoe, so that the same is in a fit condition to carry traffic, and shall have constructed a passenger and freight station in said Town of Simcoe, or within one quarter of a mile of the limits of said Town of Simcoe, and shall produce to the said trustees the certificate of the chief engineer of the said company, countersigned by the reeve and clerk of the said Town of Simcoe, sealed with the seal of the said town, to such effect, then the said trustees shall pay or deliver over to the treasurer of the said railway company for its use, the other moiety or remaining part of the said debentures, with their relative coupons or interest warrants, or any money which has been paid thereunder; but in case default shall be made by the said company in so constructing their said line of railway, within the time mentioned in the last preceding paragraph, then the said trustees shall return to the said corporation the said last mentioned debentures, coupons, interest warrants and moneys.

That this by-law shall take effect on, from and after the thirty-first day of December in the year of our Lord one thousand eight hundred and seventy-two.

That the debentures to be signed and issued as aforesaid shall be delivered by the reeve of the said municipality to the trustees to be appointed in accordance with the nineteenth section of the said Act incorporating the said Port Dover and Lake Huron Railway Company.

(L.S.) (Signed) JOHN WILSON,
Reeve of the Town of Simcoe.
Attested,
W. W. LIVINGSTON,
Clerk, Town of Simcoe.

I, William Wilson Livingston, clerk of the Town of Simcoe, aforesaid, do hereby certify under the official seal of the said Town of Simcoe, that the foregoing paper writing is a true and correct copy of by-law numbered 94 of said Town of Simcoe, as the same was finally passed, and appears of record in the books of the Town of Simcoe.

As witness my hand and the said seal this tenth day of March, in the year of our Lord one thousand eight hundred and seventy-three.

(Signed) WM. W. LIVINGSTON
Clerk of Town of Simcoe.

SIMCOE, 21st February, 1873.

To the President and Directors of the Port Dover and Lake Huron Railway.

GENTLEMEN,—According to your instructions to make an estimate of work on your line of railway from Woodstock to Port Dover, I have gone over the line and find it to be as follows:

626,155 cubic yards excavation	$156,538	75
Clearing and grubbing	10,155	50
1,200 feet, truss and bridges	42,000	00
1,080 " trestle "	15,120	00
1,260 " small "	7,560	00
Cattle guards	3,000	00
Culverts	2,000	00
Road approaches	5,000	00
Fencing	32,400	00
85,950 ties, soft	25,785	00
Stations	16,000	00
Iron spikes and plates (40 lbs to yard)	174,808	00
Track laying	12,225	00
Ballasting	40,750	00
Engineering expenses	35,000	00
	$578,342	25

Work finished :		
326,155 cubic yards excavation	$81,538 75	
Clearing and grubbing	9,655 50	
Engineering expenses	10,000 00	
		101,194 25
		$477,148 00

Total value finished	$101,194 25
" " unfinished	477,148 00
	$578,342 25

Respectfully submitted,
FRANK GORDON,
Civil Engineer.

SIMCOE, 21st February, 1873.

To the President and Directors of the Port Dover and Lake Huron Railway Company

GENTLEMEN,—According to your instructions to make estimate of work finished on your line of railway from Woodstock to Port Dover, I have gone over the line and find it to be as follows:

326,155 cubic yards of excavation	$81,538 75
258 acres of clearing	6,470 50
3,185 square rods grubbing	3,185 00
Engineering expenses	10,000 00
Total value of work finished	$101,194 25

Respectfully submitted,
(Signed) FRANK GORDON,
Civil Engineer.

MADISONVILLE, KENTUCKY
November 18th, 1872.

FRANK GORDON, Esq.

DEAR SIR,—In answer to your desire that I should give you a recommendatory letter as to your qualifications as a civil engineer, I take great pleasure in stating that you were engaged with me as assistant engineer on the Atlantic and Great Western Railway, and on the Ohio and Mississippi R. Road; that since then you were engaged on other works including the position of chief engineer on the Kentucky division of the St. Louis and South Eastern Railway.

During the time in which you were employed under my immediate supervision, you exhibited both skill and energy in prosecuting the works entrusted to your charge, and that having been called upon to examine the character and condition of the line of which you were chief, I found it extremely well located and well constructed.

Yours faithfully,
(Signed) H. S. SEYMOUR,
Chief Engineer.
Bowling Green & Madisonville R.R.

TORONTO, 7th March, 1873.

DEAR SIR,—In reply to your communication of 4th instant, I may state that I have examined the scheme, which you have laid before me, for building the Port Dover and Lake Huron Railway. The whole length of the line is placed at sixty miles, and at the present, and probable future price of labour iron and all other material, I should hesitate at estimating the cost at less than $20,000 per mile, including a sufficient supply of rolling stock, buildings and all things necessary for the working of such a traffic as you should expect from the country through which your road will run.

Your position would then be approximately as follows:—taking into account the work already done, the stock subscribed, the bonuses voted, and to be voted, and the Government aid of $2,000 per mile, would give you a capital to start on of say $7,000 per mile. You can issue bonds under the charter for $9,000 per mile, and I presume you can get stock and additional bonuses, to make up the balance of $4,000 per mile. If you can accomplish this, I think you will be able to good contractors to undertake the work; taking your bonds and what stock would be required to make up the balance, in part payment, such bargains have been made and are now being carried out, under much less favourable circumstances, both as regards the cash basis and future prospects for traffic. Few if any of the railways built and building within the last three or four years have started under such favourable auspices, as regards means; and if you can complete your financial arrangements, by securing the Stratford Bonus and Government Aid, I think you may be assured of success.

Your Truly,
(Signed) F. SHANLY.

Gilbert Moore, Esq.,
President,
P. D. & L. H. Railway Co., Woodstock.

TORONTO, March 8th, 1873.

To the President of the Port Dover & Lake Huron Railway, Woodstock.

DEAR SIR,—In reply to your communication respecting the construction of the Port Dover and Lake Huron Railway to Stratford, we should like to undertake the entire construction of the line, provided you secure the Government subsidy and the various bonuses and subscription of stock named to us: amounting in the aggregate to $416,194·25. We think we could make satisfactory arrangements with our friends in England to float your bonds at a fair price, provided the requisite assistance is forthwith guaranteed to your company by the Government and the various municipalities through which your road runs; nor do we see any reason why the line should not be constructed by the time specified if you secure the promised assistance.

We shall be glad to look over your engineer's estimates and profiles of the line in a few days and make you an offer to undertake the whole work, but we should expect the assistance and co-operation of your board whenever required by us.

As to the cost of construction, our Canadian roads now cost about from $20,000 to $25,000 per mile; but as to this road we are not at present in a position to state positively not having seen any of your engineer's estimates.

Yours respectfully,
(Signed) McMURRAY, FULLER & Co.,

Gilbert Moore, Esq.,
President.

TORONTO, March 10th, 1873.

To the Honourable the Provincial Secretary.

We beg to draw your attention to the following statement of the amounts of money paid by the indebted municipalities through which our road runs as paid by them in cash to the Government of the day, and withheld from them out of the Clergy Reserve Fund, shewing that they have paid about as much as the work is estimated at, by the engineer's annexed report, and the amount asked for by your petitioners under the Railway Act, which they are now willing to supplement by voting handsome bonuses towards the construction of our road in the event of your Municipal Relief Bill passing the House of which we now have no doubt:

Norwich, paid	$40,457 00
Simcoe "	13,899 00
Windham "	15,528 42
Woodhouse "	16,922 90
Woodstock "	22,285 31
	$109,092 64
Which amount at 6 per cent. for say 17 years would amount to	111,765 32
Amounting altogether to say	$220,857 95

for the correctness of the above payments we beg leave to refer you to Sessional Papers, 1871 & 1872, Vol. 4., Part 26 to 38.

All of which is respectfully submitted.

(Signed) GILBERT MOORE,
President,

HOUSE OF ASSEMBLY,
TORONTO, March 12th, 1873.

MY DEAR SIR,—I beg to hand you enclosed herewith copy of Stratford By-law passed, granting a bonus of $30,000 to aid the construction of the Port Dover, Woodstock and Lake Huron Railway.

Mr. Moore, the President of the Company, I understand has been making application for Government aid to said road, and wishes me to hand certified copy of said by-law to you, shewing that the same has legally been passed.

I am, Sir,
Yours,
(Signed) A. MONTEITH.

To Hon. T. B. Pardee,
Provincial Secretary.

Memo.

Certified copy of By-law, No. 172, of the municipality of the Town of Stratford, granting a bonus of $30,000 to aid in the construction of the "Port Dover and Lake Huron Railway," dated Stratford, 7th March, 1873.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 13th March, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of a copy of a by-law of the municipality of the Town of Stratford, granting a bonus of $30,000 to aid in the construction of the "Port Dover and Lake Huron Railway," and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

A. Monteith, Esq., M.P.P.,
Toronto.

COPIES OF ORDERS IN COUNCIL

Appropriating Railway Fund subsequent to 27th January, 1873.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 13th March, 1873.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the [illegible] day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Toronto, Grey and Bruce Railway Company, and they advise the former Order of the 26th March, 1872, being considered as lapsed as to the said company, that, subject to the ratification of this Order in Council, by a resolution of the Legislative Assembly, (in default of which ratification this Order in Council is inoperative) the payment, which was, by the said Order of the 26th March, 1872, authorized to be made out of the Railway Aid Fund to the said company, of a sum equal to $2,000 per mile for that portion of their railway between Harriston and Wingham, under the condition therein mentioned, in favour of the Wellington, Grey and Bruce Railway Company, be now made to the Toronto, Grey and Bruce Railway Company, freed from such condition, and that the said last mentioned company be entitled to receive payment at the mileage rate aforesaid, limited to the number of miles between Harriston and Wingham, for that portion of the said company's railway which is between Harriston and Teeswater.

The Committee further advise that the said grant be subject to the following condition, namely: The railway company shall, before the first day of July next, furnish proof, to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works exclusive of track laying, on that portion of their railway extending from Harriston to Teeswater.

The Committee further advise that payment be authorized in respect of any portion of the railway between Harriston and Teeswater (limited to the extent of the mileage distance between Harriston and Wingham) not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion.

(Certified) J. G. SCOTT,
Clerk Executive Council, Ontario.

13th March, 1873.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the thirty-first day of January, A.D. 1873.

The Committee of Council have had under consideration the agreement of the 4th December, 1872, between the Corporation of the County of Bruce and the Wellington, Grey and Bruce Railway Company, whereby it was mutually agreed that the sum of twenty-three thousand dollars in cancelled debentures of the said Corporation of the County of Bruce should be accepted in full satisfaction of the former agreement between the said parties, dated the 9th day of November, 1871, and referred to in the Order in Council of the 28th day of February, 1872, granting aid to the said company.

The Committee advise that the condition contained in the said Order in Council should be modified so as to be in accordance with said agreement of the 4th of December, 1872.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the twelfth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Port Whitby and Port Perry Railway Company for aid under the Acts in aid of railways, and they advise that, subject to the ratification of this Order in Council, by Resolution of the Legislative Assembly, (in default of which this Order in Council is inoperative) payment be authorized to be made out of the Railway Fund to the said company, of a sum equal to $2,000 per mile of their railway, for the distance which is completed between the waters of Lake Ontario and Lake Scugog: Provided, however, that this Order and any ratification thereof shall be of none effect, unless the Bill entitled "An Act respecting the position of the Port Whitby and Port Perry Railway Company, under the Acts in aid of railways" becomes law.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

13th March, 1873.

PAPERS

Respecting the Prince Edward County Railway Company's application for aid.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 15th March, 1873.

SCHEDULE OF PETITION AND STATEMENTS WITH REFERENCE TO PRINCE EDWARD COUNTY RAILWAY COMPANY.

Petition of Provisional Directors of Prince Edward County Railway Company.
Book of reference containing schedules, A. B. C and D. as to estimated cost and probable payment of the road.
1873.
March 11th.—Certificate of deposit of $10,000 in Metropolitan Bank of Montreal.

To His Excellency the Lieutenant-Governor of the Province of Ontario in Council.

The Petition of the Prince Edward County Railway Company

HUMBLY SHEWETH :

That your petitioners are a company empowered to construct a railway from a point on the Grand Trunk Railway of Canada at or near the Village of Trenton or the Village of Brighton, to the Town of Picton, in the County of Prince Edward, with power to extend eastward to South Bay or Point Traverse, in the Township of South Marysburg in the said county.

That the railway will be divided into two sections, the first section to be from a point on the Grand Trunk Railway to Picton, and the second section to be from Picton to Long Point.

Your memorialists would submit that the County of Prince Edward is in a completely isolated condition, being altogether without railway accommodation, and that in consequence thereof, the inhabitants can only follow employment or production for seven months in the year.

The building of the first section will form a railway connection with the other parts of the Dominion, and open up the county in such a way as will most probably cause capitalists to establish manufactories in it, induced thereto by the low rate at which the necessaries of life can be obtained, and the consequently low price of labour.

The completion of the second section from Picton to Long Point, will make the entire line an important link in the railway system of the country, and will develope through traffic without at all impairing the local usefulness of the road.

This section will not be built until railway facilities are secured with the country north of the Grand Trunk, either in rear of Trenton or Brighton.

From either of these points the road will pass over a country abounding in the richest minerals, some of which are now being moved and shipped to different parts of the Dominion and the United States for the purpose of being smelted. This is a traffic that can be extended and enlarged almost indefinitely.

The Trent Valley projected road, and it is supposed the Brighton road will cross the Grand Junction Railway twelve miles in rear of Trenton, and at an additional distance of twelve miles will reach and cross the Quebec and Toronto or Canada Central road. The mines now being worked are only eight or nine miles from this point of junction.

Marble, water-lime and lithographic stone also exist in great abundance along the proposed line of the Trent Valley Railway.

Point Traverse, the southern terminus of the proposed second section of the Prince Edward County Railway, is without question the best point on the north coast of Lake Ontario from which lumber and the products of the mines can be shipped, projecting as it does into the middle of the Lake, within thirty to thirty five miles of Oswego and other parts on the south side of the Lake.

This terminus being at open water nearly all the year round, almost uninterrupted communication by propellers can be kept up with the American ports.

The length of the first section of the railway is thirty-two miles ; its cost will be $20,840 per mile, involving on its completion and equipment an outlay on capital account of $666,880, which is to be provided as follows :

Bonus to be received from county, thirty-two miles and three miles of siding, say, thirty-five miles at $2,500 per mile	$87,500	00
Government aid sought, thirty-two miles at $4,000 per mile ...	128,000	00
	$215,500	00

Your memorialists submit that the proposed railway company comes within the provisions of the Act in aid of railways, and they therefore pray that an appropriation be made to the said company out of the Railway Fund to the extent of $4,000 per mile, and your petitioners as in duty bound will ever pray.

(Signed) CHARLES BOCKUS.

Chairman of the Provisional Directory of the Prince Edward County Railway Company.

A BOOK OF REFERENCE submitted by the petitioners for an Act of incorporation under which to build a railway in the County of Prince Edward, Ontario, to be styled the Prince Edward County Railway Company.

SCHEDULE "A"

The proposed Prince Edward Railway is to run from the Grand Trunk Railway at or near the Village of Trenton, in the County of Hastings, or the Village of Brighton, in the County of Northumberland, to the Town of Picton, in the County of Prince Edward, running through that part of the County of Hastings, and the County of Northumberland, lying between the Grand Trunk Railway and the western boundary of the County of Prince Edward, at the carrying place. Thence running through the Townships of Ameliasburg and Hellier, the Village of Wellington, the Township of Hallowell, and into the Town of Picton, with power and authority to continue the said railway from Picton through the Townships of Hallowell, Athol, and South Marysburg, to South Bay, or Point Traverse in the last-named township. The following are the townships or municipalities through which the said Prince Edward County Railway may pass, with an amount of the population and rateable property therein, viz :—

	Population.	Valuation.
Township of Murray, County of Northumberland............	3,638	$555,001
Village of Brighton do. do.	1,357	100,000
Village of Trenton, County of Hastings......................	1,796	157,948

Township of Ameliasburg, County of Prince Edward	3.304	865,035
Do. of Hillier, do. do.	2.224	673.159
Village of Wellington, do. do.	517	103.210
Township of Hallowell do. do.	3.554	948.900
Town of Picton do. do.	2.361	546.154
Township of Athol do. do.	1.740	523 488
Township of Marysburg, County of Prince Edward	2,140	311,877
The following townships form part of the County of Prince Edward, but do not lie on the supposed line of the railway, viz.,		
Township of North Marysburg	1.791	332,095
Do. of Sophiasburg	2,702	1,012,311
	27.127	$6,129,178

CHARLES BOCKUS.

Picton, Ont., Jan. 7, 1873.

SCHEDULE "B."

The Prince Edward Railway is to be first-class in every respect, and to be four feet eight and a half inch gauge.

Estimated cost for one mile, as follows :—

Earth work, 10,000 cubic yards, at 30 cents	$3,000
Land purchase, 8 acres, at $50	400
Bridges and Culverts, per mile	250
Farm crossings	250
Road crossings	200
Clearing, Grubbing, &c	100
Fencing 640 Rods, at $1·50	960
Permanent way, per mile	8,500
Superintendence and contingencies	1,340
Total cost per mile	$15 000

32 miles of Road 3 " of Sidings } at $15,000 per mile,	$525.000	
Stations	25,000	
Rolling Stock, &c	130,000	
Engine and Repair Shops	18,750	$698.750
The proposed extension, viz :—		
19 miles of road and siding at $15,000 per mile	285,000	
Stations and extra cars	15,000	300,000
Total cost of entire Road,		$998,750

(Signed.) CHARLES BOCKUS.

Picton, Ontario, Jan. 7th, 1873.

SCHEDULE "C."

The total cost of the first section of the Prince Edward County Railway, per Schedule B	$698.750
Ditto of second section, or proposed extension	300,000
	$998,750

WAYS AND MEANS.

County of Prince Edward, bonus voted	$87,500	
Government of Ontario, bonus asked, 51 miles at $4,000,	204,000	
Bonds of Company, 51 miles at $9,000	459,000	
Capital Stocks, 1st section, $700,000 at 10%	70,000	
Do. 2nd section, $300,000 at 6%	180,000	$1000,500
Surplus		$1250.

(Signed,) CHARLES BOCKUS.

Picton, Ontario, Jan. 7th, 1873.

SCHEDULE "D."

The first section of the Prince Edward Railway is especially intended for local traffic, and to connect the County of Prince Edward with the other parts of the Dominion, and will require to be provided for, as follows :—

Interest on the Road Bonds for 35 miles of road and sidings at $9,000 per mile $315,000 at 7 per cent	$22,050 00
Interest on paid up capital $70,000 at 8 per cent	5,600 00
Total	$27,650 00

The ordinary estimated contribution per individual within 15 miles of a railway is $7 per head. In this peculiarly situated county we reduce the contribution to $4·50 per head on 20,000 population	$90,000 00	
Postal subsidy 32 miles at $100	3,200 00	
	$93,200 00	
Less working expenses 60 per cent	55,920 00	37,280 00
Net surplus		9630 00

The second section of the Prince Edward Railway will probably not be constructed until railway connection is secured with the lumber and mineral regions lying north of the point of junction with the Grand Trunk Railway. Such a connection without interfering with the local traffic of the first section of the Prince Edward Road by traversing a county abounding with iron ore, marble, water lime, and lithographic stone, and by crossing the Grand Trunk Junction of Belleville and the Canada Central Railways, within twenty-five miles of the Grand Trunk, will secure and furnish to the Prince Edward Railway, an amount of through freight, equalled by few roads in the country, especially as the southern termines of the Prince Edward road will be at Point Traverse, only thirty or thirty-five miles from Oswego, and other parts on the south side of Lake Ontario, with open water navigation thereto, for steam propellers, the year round, and on the direct line of the fleet of sailing vessels, passing up and down the lake in summer.

For the construction of this second section of the Prince Edward Railway the following sums must be provided, viz :—

Interest on the bonds for 16 miles of road at $9,000 per mile, $144,000 at 7 per cent	$10,080 00
Interest on paid up capital of this section of $180,000 at 8 per cent	14,400 00
Total	$24,480 00

To provide for the payment of the above sum, and not encroach upon the income of the first section of the road from its local traffic the charge for through freight, over the whole line, is applied to this section, say 300 tons moved per day for 250 days 50 miles at 2c. per ton per mile is	$75,000 00
Post subsidy, 19 miles at $100	1900 00
	$76,900 00
Less working expenses at 60 per cent	46,140 00
	$30760 00
Net surplus	6280 00

(Signed.) CHARLES BOCKUS.

Picton, Ontario, January 7th, 1873.

METROPOLITAN BANK.
MONTREAL, 11th March, 1873.

This is to certify that the sum of ten thousand dollars has been deposited by the holders of stock in the Prince Edward County Railway Company for the use of the said company which sum is held by this bank subject to the order of Messrs. Charles Bockus, Henry Shackell and Henry Hogan, trustees to the said railway company.

(Signed) HENRY STARNES.
President.

ANNUAL REPORT

OF THE

Commissioner of Agriculture and Public Works

FOR THE PROVINCE OF ONTARIO.

ON

PUBLIC WORKS.

FOR THE YEAR 1872.

Printed by Order of the Legislative Assembly.

Toronto:
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1873.

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REPORT

OF THE

Commissioner of Agriculture and Public Works

FOR THE

PROVINCE OF ONTARIO,

ON

PUBLIC WORKS,

FOR THE YEAR 1872.

To His Excellency the Honourable William Pearce Howland, C.B., *Lieutenant-Governor of the Province of Ontario:—*

May it please your Excellency,—In compliance with the "Act respecting the Public Works of Ontario," I have the honour to present the following report as a record of the operations of this Department during the past year :—

The reports of the Architect and Engineer on Public Buildings, and the Engineer on Public Works (other than public buildings) will show in detail the work of construction and repairs, drainage, improvement in navigation, and in furtherance of settlement upon free grant lands, conducted under the auspices of this Department during 1872. I shall, however, bring to your notice such features of their reports as I deem most worthy of your attention.

PUBLIC BUILDINGS.

The visit of His Excellency the Governor-General to Toronto, and his reception in a fitting manner, entailed some unforeseen expenditure in repairs to the Government House and the Parliament Buildings. Such were, however, conducted with a view to their permanent usefulness.

The preparation and fitting up of the library for the use of the members of the Legislature during the session of Parliament, will prove an useful feature, and facilitate reference to the standard works of recognized authority therein contained.

Many other minor services have been performed in the House of Assembly and Departmental offices, all tending towards increased efficiency, and safety in case of fire.

Owing to various circumstances, the work upon the Central Prison is not as advanced as could be desired, and in the provision of greater cell accommodation and enlarged workshops and outbuildings, a larger sum has been asked for in the estimates than was originally contemplated. It is hoped, however, that the buildings will be prepared for the reception of criminals before the conclusion of the present season.

In assuming the control of this Department, some difficulties have arisen with regard to contracts entered into by my predecessor in office. My efforts to arrange these, in the interests of the public, and for the increased efficiency of the Institutions under the control of this Department, have been attributed to political bias. In order, therefore, to guard against such imputations in the case of the Asylum for the Insane at London, I have procured the opinions of several architects, engineers, and other experts, all of which I append to this report. From the diversity of opinion exhibited, uniform on one point alone, and that is, in suggestions for radical changes, I am led to believe that some vital errors in construction must have occurred. To remedy these, I have included in the estimates a sum sufficient, I hope, to place the building in a state of thorough repair.

I have asked for such sums as are necessary to complete the internal arrangements of the Institutions for the Deaf and Dumb, and the Blind. The opening of these institutions, gratuitously, for the reception of all indigent persons so afflicted, will utilize all the accommodation provided, and render impossible the residence of officers and teachers, beyond a certain number, within the walls of the Institutions. It will be necessary, therefore, in course of time, to provide houses for their accommodation.

Owing to the circumstances detailed in my report on Agriculture, no work has been carried on with reference to the Agricultural College since 1872.

To provide an Hospital for Inebriates I have recommended that a grant be made, plans prepared, and a site selected, and trust, with the concurrence of the Legislature, that the close of this year will see this most desirable charity far advanced towards completion.

The Technological College was opened in May last, and provided with all necessary appliances and apparatus. The library of works on technical subjects, formerly belonging to the Board of Arts and Manufactures, containing many valuable books of reference, and which was in the custody of this Department, was handed over, and provision made for its reception. This service entailed a trifling over-expenditure of the original appropriation for the purpose.

Various repairs and alterations have occurred in other public buildings, details of which will be found in the report of the Architect and Engineer.

PUBLIC WORKS.

The various improvements to the navigation of inland waters, for which appropriations were made last year, have been completed; with the exception of a lock between Balsam and Cameron Lakes, which will be finished early this season.

The construction of Drainage works has resulted in an increased value to the lands in the immediate vicinity. Surveys are still being made at the instance of municipalities; who will be encouraged to avail themselves of the facilities afforded by Government for the construction and maintenance of main and branch drains.

The necessary works for the encouragement of settlers on Free Grant lands are still in progress, and will be continued during the present year. Twenty-four houses have been erected in the Township of Ryerson, with clearings to each, and 13¼ miles of road made. It is hoped that the influx of emigration will be a great assistance in the future progress of this work.

All of which is respectfully submitted.

ARCHIBALD McKELLAR,
Commissioner.

DEPARTMENT OF PUBLIC WORKS,
Toronto, March, 1873.

REPORT

OF THE

ARCHITECT AND ENGINEER.

Department of Public Works, Ontario.
Toronto, March 10th, 1873.

Hon. Archibald McKellar,
Commissioner of Public Works,
Ontario.

Sir,—I have the honour to submit the annual report on the several Public Works and Buildings under the control of the Department.

Government House.

In addition to the ordinary repairs, for which provision was made in the estimates, it was found necessary to make further alterations in the heating apparatus of the conservatory and forcing house, the improvements made by the contractors last year, at their own expense, having been found insufficient. A corrugated fire-box boiler, No. 16, and cast-iron circulating pipes four inches in diameter were placed in the forcing-house, a brick chimney was also built at the south-west corner of the building, to replace an iron smoke pipe which was found to be so much corroded as to be useless, and an additional row of pipes was also constructed at the south-west portion of the conservatory, and so far as the work has been tested, the heating has been found satisfactory. The new hot water boiler has been found to work satisfactorily and economically.

An appropriation having been made for fitting up the library and other works, including the alterations in the heating of the forcing-house as above described, two book-cases were constructed according to design submitted, and tender, and the work has been satisfactorily done.

In accordance with instructions, arrangements were made for illuminating the Government House on the occasion of the visit of His Excellency the Governor General, Earl Dufferin, in September last, and as the principal portion of the expense was incurred in the construction of the main pipes, and principal ornaments, the material was purchased, and carefully laid by for use if it should be required on future occasions.

The galvanised iron deck roof and flashings round the chimneys being in want of repair, and to prevent further injury to the ceilings, every joint was carefully examined, and where necessary soldered, the roof of the forcing house and conservatory was also repaired, the cost of which being greater than was calculated for ordinary repairs, has caused an expenditure beyond the appropriation. The total expenditure is shown in the accountant's statement appended to the report.

To preserve the outside woodwork of the building, which has also become discoloured by coal-smoke, it will be necessary to make a provision in the estimate for repairs to paint and sand the cornices, porches, etc., the painting of the drawing and dining rooms, and other portions of the woodwork of the house will have to be renewed.

The doors and sashes will have to be refitted where affected by the heat which has shrunk the woodwork in several instances.

The necessary provision for ordinary repairs of bricklaying, including drains, plumbing and gas-fitting and tinsmith's work, has also been included in the annual estimates which have been prepared.

On the morning of the 17th of December last, a fire occurred in one of the bedrooms on the second floor, which would have been attended with serious damage, if it had not been checked at once by the domestics under the immediate directions of His Excellency the Lieut. Governor, the fire engines and brigade being in attendance but their services were not required, except to assist in clearing away the burnt woodwork. The fire was caused by the negligence of the workmen engaged in the construction of the building, in not properly securing a flue which was uncovered in making some alterations in the plans, in framing the partition near the flue, a piece of wood was used to cover the exposed portion of the flue, which took fire and communicated to the partition.

The wood work which was torn down in extinguishing the fire, and the papering and painting which were injured have been repaired at the cost of the several Insurance Companies who have taken risks on the building, the whole damage being $55·30.

PARLIAMENT AND DEPARTMENTAL BUILDINGS.

An appropriation was made last year, for "altering wood and coal sheds in rear of buildings, and excavating basement for rooms under east wing, fencing, and improving grounds."

In the early part of the year some of the old sheds were removed, and some of the present wood and coal sheds were altered and repaired, the alterations being only considered of a temporary character, as some provision had to be made for storing the wood and coal until permanent buildings will be erected for the purpose

Repairs were also made to the branch drains, which connected with the main drain, constructed through the eastern portion of the grounds during the previous year, the old connections being of wood were removed, and tile or brick drains substituted. Since the repairs were made there has been no stoppage, except in the water closet drain from the centre building which has been repaired, and the drains are now in good working order, the fall being ample in all cases.

The stoppage in the drain from the centre building was partly caused by the want of a sufficient supply of water to the closets, the supply having been taken from a pipe only one inch in diameter to the east wing, and the year before last it was found necessary to supply the closets of the wing with water, which deprived the centre building of the proper supply. To remedy this a branch pipe one and a quarter inch in diameter has been constructed from the main pipe, which if properly used will prevent any accumulation in the drains for the future.

The want of a sufficient protection against fire has been under consideration for some time: but the matter was deferred for various reasons, the principal one being the cost of laying the branch pipe from the main in Peter Street.

About two years ago, the Water Works Company laid down a branch pipe on Wellington Street, six inches in diameter, and by an agreement made with the company in the early part of the year three hydrants, with short branch pipes four inches in diameter, have been constructed opposite each wing and the centre building, at a cost of $283·50, the hydrants being of the same pattern as those in use throughout the city, the rental being also the same, viz: $54 per each hydrant per annum.

In addition to the above, 500 feet of patent hose, two and a half inches in diameter, were also procured, and a fire-alarm connected with the city, fire-bells and engine-houses has been recently placed in the front of the centre building, so that every precaution has been taken in case of fire occurring in any of the buildings.

The basement was excavated for rooms under the east wing, and an entrance made at the east end; area walls were also constructed on the north side of the basement, with tile drains to the branch drains. As the damp penetrated through the outer walls, the improvements have been found to be very beneficial, and additional accommodation has been afforded which was much required.

Area walls were also built on the north side of the basement at the centre building, for the reasons above given, and with the same results.

New heating apparatus has been placed in the basement under the Legislative Chamber and Post Office, the registers being inserted in brick and stone work to prevent any danger from fire communicating to the woodwork.

The ventilators on the roof were also enlarged, and four others inserted for the ventilation of the Post Office and Railway Committee room. The alterations have only been tested since the meeting of the Legislature, but the change has been satisfactory and is an improvement on former arrangements.

A fire-proof vault of brick was built for the Clerk of the House, in the centre building the door and windows being protected with iron shutters, inside and outside.

The rooms and passages throughout the buildings occupied for Legislative and Departmental purposes have been examined, papered, and painted in many instances where necessary: several articles of furniture have also been added to the various Departments as required.

The library in the centre building has been fitted up with additional shelving for about ten thousand volumes of books, which have been purchased since the last session of the Legislature. As the fittings in the old library had been taken down, new shelving, gas fittings, brackets, furniture, etc., were constructed to provide the necessary accommodation for the use of the members during the Session.

Extensive alterations were made in the Legislative Assembly Chamber and centre building, for the public receptions during the visits of His Excellency the Governor General, Earl Dufferin, to this Province.

In making the necessary restorations for the meeting of the Legislature, it was found necessary to procure a new carpet for the Chamber as the old one was faded and worn: it has been used in the Railway Committee and other rooms. A new chair was provided for the Speaker, and other furniture was also required for the convenience of distinguished visitors to the Chamber.

Alterations were also made in the arrangement of the partitions in the chamber formerly used by the Legislative Council, and fitted up in 1867 as a reading room, post office and wardrobe, telegraph office, etc.

These alterations and improvements have caused a considerable over-expenditure, beyond what was estimated or intended, but as these improvements are principally of a permanent character, no further outlay will be required inside the buildings, except for the ordinary repairs, for which provision will have to be made in the estimates.

CENTRAL PRISON, TORONTO.

The carpenter work required for the construction of this building, was continued throughout the winter, and large quantities of materials were delivered on the ground, preparatory to resuming operations in the spring. A considerable quantity of clay for making white brick, and wood for burning brick, were also delivered at the brick-yard.

Out-door operations were resumed by the contractor on the 22nd of April, when the labourers commenced clearing the drains and foundations, and on the 7th of May the bricklayers commenced work, which was continued without intermission until the close of the building season at the end of December.

A large amount of work was done in building the additional foundations referred to in last year's report.

An additional brick drain, 600 feet in length and 12 inches in diameter, was also constructed to convey the surface water from the railway track on the south side of the grounds, to the open drain on the east side, the fall being 1 in 120. The tile drains from the foundations of the buildings discharge into this drain, the drain to the basement of the north workshop having been taken up and lowered to increase the fall, as the depth of the natural surface drain through the grounds was barely sufficient for the purpose, that is for conveying away any water that may collect round the foundations, to prevent damp rising in the walls, the whole of the sewage will be discharged into the drain which leads into the Asylum drain, the fall in this drain being also 1 in 120.

The site, as explained in former reports, was selected in consequence of its proximity to the several railway lines terminating in Toronto, the Grand Trunk, Northern, and Toronto, Grey and Bruce Railways being on the northern side, and the Great Western, and Toronto, Grey and Bruce switches being on the southern side of the grounds, so that switches from any of those railways can easily be constructed leading into the grounds and prison yard.

Though very suitable for the above purpose, it is an uneven site for the erection of so extensive a building, and much delay has been occasioned by the construction of the necessary drains and additional foundations. This will in some measure account for the apparently slow rate of progress during the past season.

The foundations and a portion of the superstructure of the main building and wings were constructed last year, and when operations ceased for the season, the walls were covered up to protect them from the action of the frost. The north workshop was built and covered in, the slating having been done in December; the south workshop was also built and covered in, but not slated, several alterations having been made for machinery, and additional foundations had to be built, as the site was much lower than the other portions of the ground, which delayed the completion of this building.

A foundry was built on the site of the proposed warehouse, on the west side of the grounds; this building being 160 feet in length, 80 feet in width and one story only in height.

The walls have been built, and the timber is now framed for the roofing, which will be completed early in the spring.

Contracts have been made for the supply of machinery as recommended by the Inspector of Prisons, &c., and it is expected that the workshops and foundry will be fully completed and ready for the workmen on the 1st of July next. The main building and wings cannot be completed before the 1st of January next, at which time the contractor states he expects to have the prison ready for occupation, though it will be six months after the time specified the delay having been occasioned as above stated, and additional time should be allowed for the proposed additions and alterations which are not yet finally determined, and which in all probability will double the original appropriation.

The separate water supply pipe was laid from the Asylum engine house to the building, but the connections have not yet been made with the engines. In consequence of the low water in Lake Ontario, the end of the present supply pipe to the engine house is only eighteen inches below the surface, and it has also been found that the diameter of the pipe, five inches, will not be sufficient to supply the asylum, immigrant sheds, and central prison, it was therefore necessary to make arrangements for constructing a separate supply pipe nine inches in diameter, and a larger well at the engine house; but owing to the lateness of the season when the arrangements were made, it was deemed advisable to postpone the construction of the coffer dam which would be necessary to lay the pipe in 6 feet of water, until this summer. When the pipes are laid, the end, which will be 400 feet south of the engine house, will be protected with strong cribwork 20 feet square, with sloped sides, and covered on the top as a protection from the floating ice in the winter

It is intended to construct the water supply to the central prison quite independent of the present supply to the asylum, and the connections with the engines will be so made that the engines can be worked separately if necessary, so as not to interfere with the asylum supply. Appropriations will be required for the alterations in the buildings, machinery, &c. consequent on the proposed contract with the Canada Car Company, for which detailed plans and estimates have been prepared. The alterations will be as follows:—

The stone wall intended to enclose the prison yard 22 feet in height above the ground line, will have to be extended 100 feet westward to afford the necessary space for the construction of switches, turntables &c., to form connections with the several railway lines, and it is proposed to enclose a space of 300 feet additional in depth to form an outer yard for piling lumber and other materials required for the construction of cars, &c.

The yard wall will also have to be extended 50 feet on each side of the main building, the average width of enclosed space 527 feet, and the whole depth 750 feet, the walls on making the north and south sides being parallel to the railway fences; by this alteration accommodation will be afforded for the switches, turntables, drying kilns, coal sheds, and other buildings required for prison purposes, for which plans and estimates have also been prepared, and for which, if approved, appropriations will be required.

An inspector of machinery has been appointed on the recommendation of the Inspector of Prisons, and all the work connected with the engines, machinery, gearing, &c., has been placed in his charge under the directions of the Department.

DEAF AND DUMB INSTITUTE BELLEVILLE.

Appropriations were included in the estimates for the construction of a "workshop houses for the farmer and engineer, for sundry alterations and for fire protection, &c." Plan and specifications for the several buildings and works were prepared in accordance with the recommendations of the Inspector of Asylums, who also approved of the plans before they were submitted for tender by public advertisement.

The tender of Mr. John Forin, Builder, Belleville, for the sum of $8,000, was accepted, and the work has been done in a satisfactory manner as reported by Mr. Dalgleish, the clerk of the works appointed to superintend the same, and the buildings were all occupied last year.

An agreement was also entered into with the contractor to make sundry repairs to the eaves, &c. in the main building for the sum of $500·00; these repairs were also reported to be completed, but as the roof is of a peculiar construction, the design having been left to competition, there are apparently some defects still to be remedied, though not reported to me by the clerk of works. Whatever further repairs may be required, can be done during the present year; but from the peculiar construction of the roof, it is likely that it will require repairs to the eaves annually, as they are likely to be injured by snow slides, ice, &c. A great portion of the eaves has been lowered, and replaced with stronger material, which it is expected will answer the purpose, and prevent further damage where the repairs have been made.

Sundry alterations were made in the workshop, and houses, which were suggested by the Inspector of Asylums, &c., and approved by you, which has increased the expenditure $1733·84, as additional works to the contract.

An agreement was also entered into with Mr. D. S. Keith, for the construction of a small fountain in front of the building, and for hydrants in the grounds; the whole cost being $1726·04.

Estimates have been made for an additional dining-room for the teachers on the east side of the kitchen, to correspond with the addition made last year for the enlargement of the kitchen, which has been found a decided improvement on the former arrangement, also for an additional engine at the bay; for an additional tank in the building; for a gymnasium for the boys on the east side of the grounds; for a barn about the centre of the farm, and for sundry alterations and improvements, which if approved should be included in the estimates.

ASYLUM FOR THE INSANE, TORONTO.

Plans and specifications were made in the early portion of the year, for the farm buildings on the land recently purchased from the Ordnance branch of the Dominion Government for which appropriations had been made; on the receipt of the tenders which were sent in after public advertisement it was found that, owing to the increased price of labour and materials, the appropriation would not be sufficient to erect all the buildings, accordingly it was decided to accept the lowest tender for the farmer's house, and fencing. A contract was therefore entered into with Messrs. Walsh and Loveys, for the sum of $2590, and the work was completed in the specified time.

During the progress of the work the medical superintendent requested that a cellar should be constructed, the site having been altered so as to admit of drainage, the drains having been done by the asylum patients under his directions, the cellar was accordingly constructed the additional cost being $142. Appropriations will be required for the erection of the barn and stable during the present year.

The Inspector of Asylums, &c., recommends "that a new laundry should be constructed and the present building be given up to the bursar for Asylum stores." The present building was completed, and has been in use for about sixteen years, the total cost being under $2000. Previous to 1856, the washing was done in the basement of the main building, and the new building, the plans of which were approved by the Commissioners, was considered to be well arranged, and ample for the purpose at that time, and until the new wings and hospitals were built about three years ago, after which it has always been considered necessary, either that an enlargement of the present building should be made, or a new building constructed.

Before any alteration is made in the present laundry building, it would be advisable to have the new building constructed, for which, if approved, an appropriation should be made in the estimates for 1873.

As nearly the whole of the apparatus in the present laundry can be made available in furnishing the new building, provision will only be required to be made in the estimates for the building. The machinery and fittings to be estimated next year.

BLIND INSTITUTE, BRANTFORD.

The works connected with the completion of the building by the contractors who succeeded the Messrs. Kempster, were much retarded in consequence of the severe weather in the spring of last year. Some additional work and furniture were also required, which delayed the completion of the building beyond the specified time, the 14th of April last.

The Institute was occupied shortly after this date by the principal, matron and attendants, but the works on the inside of the building were not completed until the 1st of July, the building having been opened for the reception of pupils on the 1st of May. The works connected with the out buildings were not completed until later in the season, the principal portion of the workmen being engaged at inside work.

The plans for the proposed workshop were prepared in the early portion of the year, after due advertisement, the tender of Messrs. Sinon and Sutton, being the lowest, was accepted for the sum of $4577 67, and the work was reported by the clerk of the works to have been satisfactorily done in the specified time. Some additional work was required in planing the partitions, painting, water supply from the rear buildings, galvanized iron, &c., amounting to the sum of $320 25; but the whole amount expended has been within the appropriation, viz., $5000. The plastering of the rain water tanks in the yards will require to be made good when the weather permits, and some leaks in the roofs will also have to be repaired, as reported by the Clerk of Works, for which deductions have been made in the final account with the contractors, the cost of the repairs, &c., being included in the appropriation for unpaid accounts in the estimates for 1873.

According to your directions, some levelling and planting have been done in the grounds, under the directions of Mr. Englehardt, who had been employed the previous year for this purpose, but the works were left unfinished. An additional appropriation will be required for continuing the planting and improvements this year.

Appropriations for a cottage, winter sashes and blinds, and for a new pumping engine with hydrants, as a protection against fire, will be required, in accordance with the estimates submitted for your approval.

Some deficiencies in the drainage having been reported, I requested the Clerk of Works to examine the water closets and drains, and his report is herewith submitted.

BRANTFORD, 25 January, 1873.

To KIVAS TULLY, Esq.

SIR,—I have thoroughly inspected the water-closets at the Blind Institute, and found all in admirable working order; both the supply and waste seem to act perfectly. I also tried the other portions of the water works, such as the supply to the sinks, wash-basins, &c., and found all in perfect working order. There is, however, one exception, namely, the water closet in the basement in the rear building, which is the one used by the female servants. You will recollect we had trouble with this closet before, which was caused by rags, old pieces of paper, girls' chignons, &c., which entirely choked the pipe. Now, I feel pretty certain, that, or some such cause is the reason of the stoppage. It seems the closet has been improperly and frequently used, without letting on the water; or the windows have been left open, causing the pipes to freeze.

I am confident that one or the other of the above causes is the reason, for there can be no defect in the closet itself or the drainage. The whole cause is by the carelessness of the the domestics, for the water closet close by, which is appropriated to the engineer, works in the most perfect manner.

(Signed,) JOHN TURNER.

ASYLUM FOR THE INSANE.—LONDON.

Plans and specifications for the double and single cottages for attendants were prepared and approved in the early part of last year; the material having been altered from wood as originally intended to brick, the expense was proportionately increased; and the price of labour and materials having considerably advanced, owing to the strikes amongst the mechanics in the spring, when the tenders were received after due advertisement it was found that the appropriation would be largely exceeded, and after some delay, the offer for the erection of one double cottage, and of one single cottage, was made to Messrs. Wright and Durand, and Mr.

Christie, builders, of London, respectively, their tenders being the lowest; but they declined to enter into agreements, owing to the increase of labour and materials after the tenders were sent in, and the uncertainty of the prices, and in consequence the erection of the cottages was postponed. If the proposition is carried out, an additional appropriation will be required to the amount already appropriated, $6,900, including fencing.

In the spring of last year about 80 feet of the airing yard wall, on the west side of the building, and facing the south, fell outwards, in consequence of the frost getting underneath the wall, the drains not having been kept clear during the winter, allowing the water to pass off, for which due provision had been made, when the rains set in during the spring, and the frost came out of the ground, the foundation gave way and the wall fell. Tenders were received from Messrs. Christie and Bartlett for re-building the wall, the foundation to be five feet instead of four feet, and the brick wall to be built solid instead of hollow. Mr. Bartlett's tender being the lowest, was accepted for the sum of $190, and the wall was re-built under the superintendence of Mr. Holden, Clerk of Works.

During the progress of re-building the wall, it was reported necessary to take down about 30 feet more in length above the foundations, the cost of which was $30, making a total of $220. If the drains are kept clear there can be no danger of damage for the future

An additional wood-shed was built by Mr. Christie, the cost of which was $ 54·30.

The drain from the water closets in the west wing, and extending about 200 feet through the west yard having been frozen during the winter, the earth covering not being sufficient, it was taken up, and some portion of the drain having sunk in the made ground the grade was made good with an even fall, the whole fall being 13 inches, or one foot in 204 feet, and the pipe nine inches diameter was re-laid with cement joists, the whole being puddled and packed with tan bark, to protect it from the frost, under the directions of Mr. Robinson, City Engineer, London, who reported lately that this drain, which has the least fall of any portion of the drainage, was in good working order, the cost being $298·70.

The tile pipe from the water closets and sinks in the centre building having become choked, owing to the work being carelessly done, with very little fall under the building, though the depth to the main drain was more than sufficient for the purpose, the tile pipe was taken up and re-placed with iron pipe, six inches in diameter, which has been reported to work well since it was done, the cost being $219.

The plastering of the ceilings in the west wing was repaired by Mr. Christie, under Mr. Holden's superintendence, the cost being $432·36.

The plastering of the east wing would have been repaired also, if the Medical Superintendent had not reported, that it would have interfered with the health and safety of the female patients, if the work was done at so late a period of the year, December, and the repairs were postponed.

In the appended reports of the architects, who have examined the building, the falling of the plaster has been ascribed to weak joists, want of key and hair in the mortar and disorderly conduct of patients jumping on the floors.

The latter reason is no doubt the immediate cause of the falling of the plaster in the corridors, and cannot be easily controlled in lunatic asylums. The plastering was done under the immediate charge of one of the oldest builders in London, Mr Pope, in whom I placed unlimited confidence as to his practical skill and knowledge, and I am certain he allowed no bad work, imperfect lathing or plastering to be done at any time. With respect to the joists I would leave it to any practical man, whether joists ten inches deep by two inches in width, sixteen inches apart, and deafened, are not strong enough for supporting the flooring across the corridors, twelve feet in width, and apartments at the side, of seven feet bearing; where the bearings have been greater joists ten inches by three inches were placed deafened and properly bridged.

If the falling of the plaster was caused either by weak joists or bad material, it would have occurred shortly after the occupation of the building, but as twelve months elapsed, I can attribute it to no other cause, than the shrinkage of the joists and lathing, caused by steam heat confined by the closing of the fresh and foul air ventilators, as explained in my appended report— and the wood-work generally has been affected in like manner.

The plastering of the refractory wards with water lime was omitted on due consultation with Mr. Pope, the foreman, and the plasterers, as water lime is apt to crack and fall off as a matter of experience, and greater care was to be taken with the plastering of those wards in lieu of the change.

It is quite a mistake on the part of the architects to state that, "the grounds for casings and skirtings are not on," as a closer examination would prove that they have been placed throughout the building as specified. The stone flagging of the kitchen and laundry were also laid on dwarf walls, not "on new made ground" but the work having been done during frosty weather may account for a few of the flags having sunk; but it is not worse than has occurred in laundries at other institutions, and may fairly be considered an ordinary and trifling repair, the flagging being of excellent quality.

The reason that the flooring of the corridors is wider than specified, was that seasoned flooring 4 inches in width could not be procured at the time—the work having been hurried, and the confined steam-heat has shrunk the flooring in some instances.

When the fence round the asylum grounds was constructed, the work being hurried, it was found necessary to divert the drainage of the surface water at the north west angle, from crossing the grounds diagonally, to follow the line of the fence on the north and west sides, and the side drains not being lowered sufficiently and partly filled up, the soil being of a sandy nature, the surface water was backed up in the road and adjoining land belonging to Mr. Treblecock, it was therefore necessary to lower the side drains, and insert a wooden box, to protect the sides from falling in, the cost of which was $133, and it has been reported to be satisfactorily done.

As the sum of $1086·20, which was included in the appropriation for unpaid accounts, for balance in full of Mr. Lucas' contract for fencing, was not accepted by him, and the matter having been referred by you to Mr. Johnston, of London, for settlement, the additional sum of $297·80 was awarded and paid to Mr. Lucas in full of all demands, the total cost of fencing the asylum grounds 196 acres being $14,596·89, or $736·89 more than the contract, $13,860, from which there were deductions as well additional work, which were the cause of the dispute as to quantities and prices.

Complaints having been constantly made of the breaking down of the steam pumps over the wells for supplying water to the Asylum, I would state, that the water is altogether supplied from springs on the ground, the well on the east side being 70 feet in depth, and on the west side 50 feet in depth, the latter being also supplied by water collected from surface springs, on the northern portion of the grounds, and conveyed in wooden and tile pipes to the well.

To lift the water from these wells into the tank in the centre building, 120 feet from the east well, the working barrels of the pump had to be placed about 10 feet from the bottom of each well, and as these pumps had to be of a peculiar construction, differing very much from ordinary pumps, application was therefore made to Messrs. Waterous & Co. of Brantford, who agreed to construct two pumps, *according to their own design*, for the sum of $500 each, or $1000 for both pumps, fit them up and leave them in good working order; they afterwards gave a guarantee to keep them in repair for twelve months from the 15th of October 1870, which they did from time to time at their own expense; but latterly, as reported by the medical superintendent, all the time, the pumps being worn and reported out of repair, in acordance with your instructions, Messrs. Waterous and Co. were directed lately to furnish a design for more powerful pumps, and to state the cost for supplying them complete, with a guarantee of efficiency, making a fair allowance for the present pumps, and they are now engaged in carrying out those directions. In the meantime the present pumps will answer every requirement with ordinary attention and slight repairs

In 1869, the water supply from the wells and surface springs was estimated at 50,000 gallons daily, but owing to the unusual drought of the last two years according to the reports, the estimated supply has not been maintained, and during last year the Idiot Asylum has been opened, requiring an additional supply of at least 1,250 gallons of water daily for 25 patients, at the rate of 50 gallons for each patient.

To supply the Lunatic and Idiot Asylums, at least 30,000 gallons of water should be supplied daily for all requirements, in order to keep the buildings and premises in proper sanitary condition. I understand that only about half this quantity can be procured at present, it will therefore be necessary to make arrangements for a further supply, and the only method by which this can be effected, would be in collecting all the water that can be procured from the surface springs in the northern portions of both farms; but no supply should be taken from tilled land or near out-buildings; and also by sinking another well near the road, in the rear of the Asylum building, at the intersection of the water supply pipe to the Idiot Asylum, with a steam lift pump and making the necessary connections between the pumps, and the pipes to both Asylumns The cost would be $1000. Should the water supply on the premises be exhausted, the only certain method of procuring an abundant supply, would be by placing a steam pump and engine house either at the north or south branch of the river Thames with cast iron pipes 3 inches in diameter to building the former being over 2¾ miles distant, and the latter 2½ miles, the lift for the former being 120 feet, and the latter 142 feet, and the cost $15,000, and $13,000 respectively. If water was taken from Tuke's Creek north of the Asylum, one mile distant, by gravitation to the wells in cast iron pipes three inches in diameter the cost would be $6000.

When the Government first contemplated the erection of an additional Asylum for the Insane, in 1868, to meet the urgent demands for increased accommodation, I was requested to state the cost of a building suitable for 500 patients, my reply was, taking into consideration the average cost of Asylums in Canada, and the United States, the cost would not be less than $1,000 for each patient, or $500,000 for land and buildings, also that much depended on the locality where the building was to be erected, as the price of labour and materials was an important consideration.

The above amount $500,000 was considered too large, and I was directed to draw plans for a building not to exceed $500 for each patient, or $250,000 for 500 patients including land, furniture being especially excepted.

In the speech of the Hon. E. B. Wood, Treasurer, to the Legislature, on the 15th of December, 1868 when moving the House in Committee of Supply, the following remarks were made which will explain the views of the Governmant at that time

"I understand that in this country hitherto, Asylum accommodation has cost at the rate of about $1,000 per patient, as regards the erection of the buildings. In the United States in some places it has cost more; in other places, and I may instance New Jersey particularly, as regards some of the later constructions, it has cost less. From the very best estimate I have been able to form, I believe that a sufficient building could be constructed at a cost of $500 per patient." "I have nothing to say against ornamental buildings, exhibiting the highest degree of architectural taste, where circumstances require and warrant structures of that class. But for the requirements of lunatics I think a plain structure, which is at once commodious and comfortable, will answer the purpose quite as well as a building of highly ornamented and costly exterior. At any rate we do not propose to build walls three feet thick; nor partition walls of 18 inches: we consider 18 inches for the outer walls and 9 inches for the inner walls will be sufficient. This is considered sufficient for all structures in the country. The building will be constructed in a plain and substantial manner, purposely, for the accommodation of lunatics, so as to secure the comfort of the inmates, and at the same time be as small a drain as possible on the Treasury of the Province."

The plans were prepared in the early part of 1869, in accordance with those views, and under the special instructions of the Inspector of Asylums, &c., and the medical superintendent of the Malden Asylum, afterwards removed to London, to whom I was referred by the Commissioner, and I was also directed to comply with what they might consider to be the requirements of the proposed Institution. I may also add that they carefully watched the construction of the building, making suggestions from time to time during the progress of the work, and until the Asylum was completed and occupied.

Tenders were received from contractors on the 15th of May, 1869, the contract was signed on the 22nd, and the building was laid out and possession of the land given to the contractors on the 28th, but work was not commenced until the early part of June, operations were continued during 1869 and 1870, during which period the following work was done:—4,000,000 of bricks laid in the walls; 260,000 superficial feet of plastering; 170,000 ditto roofing and flooring; 72,000 ditto painting; 60,000 ditto slating; 20,000 lineal ditto steam pipes for heating; four steam boilers for heating, and two pumping engines. In addition to the above the kitchen and laundry, medical superintendent's residence, workshops, farm buildings, drains, fencing, and other works were done in eighteen months from the time of commencement, the building having been occupied by 120 patients from the Orillia Asylum on the 18th of November, and 250 patients from the Malden Asylum on the 23rd of November, 1870. The buildings were hardly ready for occupation, but it was considered necessary to vacate the Orillia and Malden buildings, so the work was hurried as much as possible, and, under the circumstances, it might be expected that the work would not be as carefully done, if longer time had been given for the completion of so large a building.

Notwithstanding the additional expenditure consequent on the erection of the kitchen and laundry, medical superintendent's residence, &c., and the purchasing and fencing of 100 acres of additional land, the original estimate of $250,000 was not exceeded, the particulars of which were given in last year's Report, page 6, affording a conclusive proof that the strictest economy was exercised in the erection and completion of the buildings, and the testimony of the Inspector of Asylums, &c., as to the completeness of the structure, &c., was given in his report for 1870, page 41.

Complaints having been made as to the capacity of the soil and branch pipes of the water closets throughout the Asylum, Mr. Ritchie, a practical plumber of Toronto, was sent to the Asylum to make an examination, according to your directions, and his report is appended: he recommends galvanized iron ventilating pipes to each range of closets at a cost of $750, and $100 additional for revolving caps; he also states that the soil and branch pipes to water closets are quite ample in size, and any enlargement, as proposed by the medical superintendent, would only increase the chance of stoppage.

In Messrs. Langley's and Anderson's report, eight additional brick chimneys are recommended to be built on the outside near the water closets, and false ceilings in the corridors are to be constructed connecting with these chimneys. The effect of lowering the ceilings in the corridors, in my opinion, would destroy the appearance, and certainly would diminish the cubic space, which would be found more detrimental to the health of the patients than the improved ventilation.

In the proposed plan of improving the drainage, Messrs. Langley and Anderson recommend, that new tile drains should be constructed from the water closets to connect with the present brick sewer. In this they do not agree with Mr. Hoskins' plan, and in a recent letter, Mr. Langley endorses the plan proposed by Mr. Johnson, all of which reports are appended. Messrs. Langley and Anderson's estimate for the above work, including all repairs to the building, is $7,000.

With respect to the drains, they are all now reported to be in good working order, and that they have been in good order since they were repaired in the spring; not having visited the Asylum for some time, I cannot state whether there is any defect or not; but if the drains are now in order they should not be disturbed.

When the drains were reported to be out of order last spring, the services of Mr. Johnson, City Engineer, Toronto, were solicited to report on the drains generally, but as the Board of Works would not permit him to leave the city, Mr. Haskins, City Engineer of Hamilton, was requested to make an examination and report, and the report is appended. As I differed with the principle laid down in that report, and as the materials were reported good and sound, I recommended that the whole question should be submitted to Mr. Johnson for his opinion, if the consent of the Mayor and Board of Works could be obtained, which being approved by you, and consent having been given, Mr. Johnston has reported in detail on the several plans, and having consulted with Mr. Langley, who made a personal examination of the building with Mr. Anderson, Mr. Langley endorses Mr. Johnson's report.

If the suggestion contained in Mr. Johnson's report, recommending a filter, is carried out, the cost would be about $1,000, including the drain from the west wing, and another filter could be added to the vault at the east side drain at a cost of about $600, thereby avoiding the necessity of extending the drain beyond the Governor's road, as requested in Mr. Whetter's communication. The whole of the reports are appended.

In consequence of the numerous complaints of defects which have been attributed to bad construction, but which in a majority of instances can be traced to neglect of the ordinary repairs, I reported to your predecessor that it would probably be necessary to resume the control of the repairs, at least in the London Asylum, and I have had occasion to report more than once to you, that either this course might be necessary, or a quarterly inspection made, to ascertain if the repairs had been properly attended to; the repairs should not be resumed unless the Department had absolute control over the engineer, carpenter, and other persons in charge of the repairs, as there would otherwise be a conflict of authority, and it would not be likely that the directions of the Department would be obeyed, if those persons had the fear of dismissal before them, if the wishes of the medical superintendent were not carried out to the letter, even if directly contrary to the directions of the Department.

These are questions that must be decided sooner or later, as, if the buildings are put into thorough good order again, if the ordinary repairs are not looked after by skilled persons, the same routine of complaints will be renewed, the expense will be thrown on construction instead of maintenance, and the cost to the Province will be considerably increased by the delay in attending to the repairs.

It will no doubt be gratifying to the friends and relatives of the patients in the London Asylum to know, that the mortality of this Institution is less than any other Asylum in the Province, or the Orillia and Malden Asylums when occupied, as the following statistics prove.

ASYLUMS FOR THE INSANE.

STATISTICS OF MORTALITY.

TORONTO.	Number.	Deaths.	Percentage.
Number of patients 1st October, 1870	529	37	6·99
" " " 1871	597	28	4·69
" " " 1872	627	38	6·06
Annual average per centage, 5·91.			
ROCKWOOD, KINGSTON.			
Number of patients 1st October, 1870	337	35	10·38
" " " 1871	346	18	5·20
" " " 1872	376	21	5·58
Annual average per centage, 7·05.			
LONDON.			
Number of patients 1st October, 1871	457	15	3·28
" " " 1872	524	27	5·15
Annual average per centage, 4·10.			
MALDEN.			
Number of patients 1st October, 1870	244	22	9·01
ORILLIA.			
Number of patients 1st October, 1870	120	5	4·16

The annual average percentage of deaths to the number of patients for the above Asylums is 6·05, Rockwood being the highest, 7·05, and London the lowest, 4·10, the number of patients remaining in the Asylums on the 1st of October in each year, being taken in all cases in preference to the number under treatment, which latter would not give the fair annual average.

The percentage of mortality for the London Asylum was 3·28 per cent. for 1871, as against Orillia 4·16, and Malden 9·01 in 1870, from which latter Asylums the patients were sent to London as before stated, the mortality at Malden in 1870 being nearly three times as much as at London in 1871, and at Orillia in 1870, nearly one-third more than at London in 1871. This clearly proves, as far as statistics of mortality, which are the only test by which the hygienic condition of such institutions can be determined, that the London Asylum building was really in a satisfactory sanitory condition in 1871; but the per centage of 1872 indicates an increase of nearly two per cent., which may or may not be caused by a deterioration in the condition of the buildings, as the mortality of the Toronto Asylum, for instance, increased in nearly the same ratio between 1871 and '72, and those buildings are admitted to be in good order.

Notwithstanding this increase in the mortality at the London Asylum, the annual average percentage is much lower than either at Toronto or Rockwood, and being in this condition there cannot be substantially much cause for complaint, at the same time, if any portion of the work requires to be repaired or improved, it should be attended to at the earliest possible moment.

In reference to the appended report of Mr. Scobie, C.E., to the Inspector of Asylums, &c., and forwarded to the Department, on the repairs that would be required at the London Asylum, I have to state that the report contemplates material alterations in the mode of heating, water supply and ventilation, which are beyond the control of the Inspector of Asylums, &c., and are matters of construction, which should be considered by the Department, before any change can be made, particularly as those alterations would require an additional appropriation, to what has been provided in the estimates for 1873. Several of the subjects referred to have already been considered by other architects, whose opinions are expressed in the appended reports, and which you have intimated will be duly considered after the present Session of the Legislature is adjourned, until then I may be excused from reporting in detail as to the alterations proposed in the report.

In conclusion I would respectfully state, that if the repairs, alterations and improvements recommended or contemplated, were carried out at the London Asylum, the total cost of the building would not even then exceed $500 a patient viz., $270,000, which would be the amount for 540 patients, which the medical superintendent states the building is capable of holding, with some inconvenience.

The original proposition of the Government has, I consider, been carried out, and it has been done to the best of my ability and judgment.

I also contend that I should not be held accountable for the neglect, if any, of the superintendents of the work or the contractors, I do hold myself responsible, however, for general supervision, which was completed, when the building was handed over in good order, as reported by Mr. Robinson in 1871.

IDIOT ASYLUM, LONDON.

The report of the architect appointed to superintend this building, to be printed herewith, will explain the operations connected with the construction, and the cause of the delay in completion beyond the specified time—1st June, 1872.

The total cost on work as per Mr. Christie's contract, has been $10,728.44, the additional work being $928.44; after deducting $56 for omitted work, the items of additional work consist of plastering in the rear portion of the building, instead of plain brick work, lime whited, as approved, the necessary carpenter work, and painting connected with same, two water-closets outside, and sundry work connected with the ventilation and heating of the Asylum as explained in the architect's report, and in the detailed account attached to the final certificate.

The building is heated by means of two hot-air furnaces, according to the tender of Mr. H. J. Ruttan; the cost of the furnaces, air ducts and ventilators was $437.93. The apartments are also ventilated by means of tile pipes in the walls leading into the chimneys.

An agreement, in accordance with a tender which was sent in at the time when the tenders for the erection of the building were received, but deferred, was made with Messrs. E. and J. Rogers and Co. for the sum of $1,638, and sundry materials which had been sent to London from the Orillia Asylum, valued at $100; the agreement included all the plumbing work, main gas pipe, gas fittings and fixtures as specified. As the proposed system of heating by steam was considered dangerous for the patients, and also expensive, it was altered to hot air, some provision had to be made for heating the water for the baths. A small boiler, which had been sent from Orillia, was placed in the basement, and the expense of fitting this boiler and some additional work connected with the gas fixtures, increased the cost to $1,835.22, being $197.22 more than the contract.

The total cost of this building will be found in the statement of the accountant attached to the report, which includes fencing, drainage, water supply and other items, beyond the work as above described, the whole amount being $14,606.27, or a little over $365 per patient, the building affording accommodation for 40 patients.

Some objections having been made in the medical superintendent's report respecting the heating and water supply, &c., I referred the subject to Mr. Robinson, the architect, who superintended the work, and his explanations will be found in the annexed report.

I inspected this building on the 16th of April and the 25th of June, and found the work done in a satisfactory manner, as reported by Mr. Robinson, who was present on both occasions.

LONDON, Jan. 11th, 1873.

HON. ARCHIBALD MCKELLAR,
Commissioner of Public Works.

SIR,— In accordance with instructions received from the Department, I beg leave to report, that the Idiot Asylum built by Mr. John Christie, on the Lunatic Asylum grounds, was commenced on the 26th day of June, 1871, and completed on the 1st day of August, 1872. The front part of the building is fifty by forty feet; and the rear addition is thirty five by forty feet; and the centre of the rear addition, extending six feet by sixteen feet eight inches, to allow of a stair entrance into the basement. The building is three stories in height, including the basement story, the window sills of which are above the ground level. The building is erected of white brick, with St. Mary's stone foundation, laid in concrete, the inside of the basement story being lined with brick. The windows are dressed with cut stone window caps and bases, and the sashes moveable with weights, and shutters provided for use when required. The heights of the different stories on the front part are:—basement story, nine feet; ground floor story, twelve feet; and first floor story twelve feet, and the addition in the rear similar heights, except upper story, which is eleven feet. There are entrances outside, both from the front and rear of the building, to the ground and basement floors. The front entrance is up a flight of nine steps, to a portico with coupled columns, and from thence into a hall in the centre of the building. The roof is covered with shingles laid in mortar.

The front of the building in the basement is divided up with a hall in the centre, and a store room and scullery on one side, and attendants' dining room and kitchen on the other side. In the centre of the rear addition is a large hall with store rooms and wood and coal cellar on each side.

On the ground floor story to the right of the hall, are attendants' room and associated dormitory, and on the left are the reception room and a dining room. In the centre of the building, running parallel with the front, is a corridor in which is located the principal stair, leading from the ground floor to the first floor and attic, and to the basement from the ground floor. A hall in rear of the corridor is occupied with a private stair, to accommodate the patients in ascending or descending to or from the floors above. The addition in rear is divided up by a day room or hall in the centre and five dormitories on one side and three on the other, with a water closet and bath room. In the rear of the day room is a portico and stairs, leading to the yard. The first floor of the building is divided up, similar to the ground floor, with the exception of the room over the reception room, which is occupied by attendants.

The building is heated by two hot air furnaces, contracted for by Mr. Ruttan, and put up by Mr. Mills, of Hamilton the furnace builder. The heat is supplied to the halls in front, and the day room in rear, through perpendicular shafts of galvanized iron, covered with board casing, to prevent the patients from meddling with the hot air shafts. Two cold air ducts of abour four feet capacity, each conduct the cold air to the interior of the furnaces, from whence it passes through the hot air flues and registers into the building. A sufficient number of flues are provided for in the partition walls, connecting with 9-inch glazed tile pipe on the top of the partition walls, continued to the chimney flues, the draught from which keeps up a continual supply of fresh air to the building. A boiler is located in one of the rear rooms in the basement, to supply hot water to the bath rooms, and an iron cistern in the attic, supplied with cold water from the Lunatic Asylum. The sewage is conveyed by the soil pipes, by 6-inch glazed tile pipe, to a 9-inch glazed tile sewage pipe in front of the Asylum, and from thence to the two feet brick sewer, leading from the Lunatic Asylum to the creek. Four-inch drain tile pipes are put down around the building to prevent surface water from soaking into the basement.

Owing to the accident, which resulted in the death of the contractor's son, the completion of the building was somewhat delayed beyond the time specified (June 1st, 1872). Some of the brickwork in the partition walls has been somewhat injured by the frost, but has been made good by the bricklayer, and every pains have been taken to complete the work in a satisfactory manner. The plastering has been done by day work for the contractor, in order that it should not be slighted, and the best materials used in the work; and credit is due to Mr. Stoddart, Mr. Christie's foreman, who took great pains that the joiners' and other work should be satisfactory.

A ditch has been graded and a box culvert put down, at the north-west angle of the Lunatic Asylum grounds to allow surface water to escape from Treblecock's farm, along the concession line and side roads, that had hitherto passed through the Asylum grounds. Some difficulty was experienced, owing, it is stated, to the insufficiency of the fall across the west yard in rear of Lunatic Asylum; but on levelling the drain, the difference in levelling across the yard was found to be about twelve and a-half inches but owing to a settlement in the new made earth in the centre of the length of the drain, the drain tiles had sunk below their proper grade and water had collected there, giving rise to the idea that there was no fall to carry off the sewage; but after the tiles had been taken up and re-laid, and properly secured at the joints with water-lime, under the superintendence of the clerk of the works, Mr. Holden, the flow of the sewage was satisfactory, and continues to be so, as stated by him when last spoken to, about two weeks back—some months after it had been done.

Shortly after the thaw in the spring, a part of the west wall fell down, owing to the combined effects of a severe frost and a want of a sufficient outlet of the surface water on both sides of the wall The sudden thaw in the spring caused the escape of the frost from the frozen mortar in the brickwork on the south side, before the mortar on the north side of the wall was thawed out, thereby assisting to cause the wall to fall down, the construction of a part of which was not altogether what it might have been, owing probably to the carelessness of the workmen.

Large buildings like the Asylum, require more persons than a clerk of works and a foreman to superintend their erection.

Other repairs, besides those mentioned, have been done by the day, as repairs to broken slates, plastering, tile pipes, &c., under the superintendence of Mr. Holden, whom I believe to be a competent and pains-taking clerk of the works. He commenced his duties in the spring, at re-building of yard walls, and repairs thereto.

Some considerable improvements have been made in the ventilation, by opening up passages in the brick wall, underground floor, which had not been done, as first designed by the architect and engineer of the Department.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) Wm. Robinson.

London, January 23rd, 1873.

Hon. Archibald McKellar,
Commissioner of Public Works.

Sir,—As to the water supply to the hydrants in the Idiot Asylum referred to by the superintendent, I beg leave to state that the specification of the engineer of the Department distinctly states as follows:

"Also making connection with bottom of tank in said centre building, (L. Asylum) and upright pipe, with stop-cock and other usual fixtures for supply to tank in said Idiot Asylum in case of accident to pump."

I made this extract from the specification so as to show that no blame can be given to the engineer. The contractor completed his work with the exception of connecting the bottom of the tank with the supply pipe as above stated, and the reason that was not done, was, that he was told it was useless to do so, as the water was seldom pumped as high as the upper tank, so that, if he had not been interfered with, the work would have been done. The contractor stated that he would make the connection at any time that it was required, without any expense to the Government. It can be done in one day, and with a pipe about fourteen feet long, and a stop-cock to shut off the water. Now that the water supply is increasing from the late thaw, and from the supply from the well that the superintendent got sunk "near the stable and pig-sty," it will be advisable to have the connection above alluded to made without delay.

Then, when the pump is working, the hydrants at the Idiot Asylum will be supplied direct from the pump, and when not working from the tank in the centre building. The superintendent wants to have a pipe from the said tank to the idiot supply pipe. The engineer has so arranged the pipes that the lower tanks in the Lunatic Asylum are filled first, then those on the next higher level, and lastly the tank in the centre building as it would be a waste of steam power to force all the water into the upper tank, where only a portion of it was wanted, and then allow it to flow to the tanks on a lower level. The supply pipe through which the water flows to fill these tanks can be used, when the pump is not working, as a supply pipe from the centre tank to the tank in the Idiot Asylum, or to the hydrants in the Idiot Asylum. As to the calculation made by the superintendent about the capacity of the 12-inch, 9-inch and 7 inch flues, they are all erroneous; but he is right so far as to the two flues into one chimney flue of 9 inches diameter, but the superintendent may not be aware that two hot-air furnaces have been built in the basement, instead of one boiler furnace for steam heating, as first proposed, so that an extra chimney flue is used to carry the smoke from the extra furnace; besides it was not proposed at the commencement to have hot water boiler separate from the boiler that furnished steam to heat the building, so that two extra flues are used more than first required; but there was one built more than first proposed. The twelve-inch flue mentioned, is twice the capacity necessary to carry off the smoke from the hard coal, as it emits very little smoke. The superintendent gives the capacity of the 12 inch and 7 inch flues as being equal to 292.1688 inches, when in reality they are only equal to 151.5822; the capacity of the nine-inch he makes to be 187.2548, but it is only 63.6174. Were the pipe two feet in diameter, instead of twelve inches or seven inches, there would be no more smoke to carry off; but he takes the capacity of the pipe as the measure of the volume of the smoke, which is an erroneous way of making the calculation.

As to the sewerage pipe in the west yard, it was taken up and relaid, owing to the sinking of the new-made earthwork in which it had been laid, but the grade across the yard has not been altered. Tan bark has been teamed from the city to fill up part of the space over the pipe, and the remainder with gravel. The clerk of the works, Mr. Holden, has assured me that there is no danger from frost. The engineer's instructions to me were to have it filled up four feet, but unless I filled up the yard between the drain und the building the water would accumulate there, so I had the tan bark brought as it required less filling. When it was first proposed to grade in front and rear of building, I had stakes driven in some of them eighteen inches above the ground, as a guide to the man superintending the grading to fill up to, but it was not done. I suppose it was thought of more importance to fill up and grade the space in front of the L. Asylum. In referring again to the twelve-inch flue mentioned by the superintendent in his report, I may state that none of the engineers were there when it was put in, and did not know what the capacity of this boiler flue was before its arrival here. The furnace, boiler and flue could all be teamed into London in one load, but the superintendent's way of putting things, would make the public suppose that it was some large affair. Probably if the asylum bricklayer will examine the east side of the hall, he may be able to dispose of one of the furnace flues in that direction.

As to the assertion that the drainage tile pipes are too small, the opinions of many capable of judging are that, with a limited supply of water, the small soil pipes are as little likely to fill up as much as larger pipes, as the water would rush through them with greater velocity, but if such things as a scrubbing-brush, long pieces of flannel and a pair of slippers, are allowed to pass in, it is no wonder if they should be choked up occasionally. The twelve or thirteen inches across the yard is quite sufficient to remove the soil if no extraneous matter is allowed to pass into the drain.

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I have the honour to be,
Sir,
Your obedient servant,
(Signed) Wm. Robinson.

REFORMATORY, PENETANGUISHENE.

The brickwork of the new dormitory was completed last year as reported, but the carpenter work to be done by the Institution was not as energetically proceeded with as it should have been, owing probably to the fact that the boys were employed at other work, and cannot be depended on, as if the work was done by contract or day's work, consequently the cells have not been completed or occupied.

The cut-stone work of the chimneys and the rubble mason work of the passage connecting the main building with the dormitory was done during the summer, under the direction of the clerk of works, Mr. John Marvyn who was sent from Toronto for the purpose, as approved by you, and the work is reported by him to have been done in a satisfactory manner.

The re-vote of the unexpended balance, $502·72, will be required to complete the carpenter work of the dormitory, and if the recommendations of the Inspector of Prisons &c., are approved, a further appropriation of $2,500 will be required for constructing two dwelling houses on the farm grounds, and latrines in the Prison yard, the present accommodation for the boys being of a temporary character.

It would be advisable to make arrangements with the Dominion Government, respecting the occupation of the land and buildings, as explained in last year's report, $13,497·28 having been already expended on the buildings by the Province since 1867.

AGRICULTURAL COLLEGE.

The contractors for the erection of the building delivered a quantity of materials near the proposed site of the College on the Agricultural Farm, near the Mimico Station of the Great Western Railway, on which advances were made in the usual manner, but no work was done at the site which had been staked out on the 28th of November, 1871, as reported last year.

In accordance with your instructions the contractors were notified on the 20th of March last, to suspend the works temporarily, and no work has been done or material delivered since that time. The materials on the ground were measured up in May last, and a certificate given in full for the value of the same, $2,458 was issued and paid to the contractors, $1,360 of the above amount having been previously paid to them by certificates on account.

Licenses of occupation of the farm containing 600 acres, were given to Messrs. White, Rundell and Woods, from the 1st of April 1872, to the 1st of April 1873, for the aggregate sum of $900.

The materials delivered by the contractors have been in the charge of Mr Woods who resides on the farm, near the site of the buildings, and are available for building purposes when required. A re-vote of the unexpended balance of the appropriation, $93,712·58, should be included in the estimates for 1873.

COLLEGE OF TECHMOLOGY.

The necessary works for repairing and fitting up the Mechanic's Institute building for College purposes, were continued during the winter, and were completed early in April last. The apparatus and internal fittings, which were done according to the directions of Dr. Machattie, London, were also completed shortly afterwards, when the building was given into the charge of the caretaker.

NORMAL AND MODEL SCHOOLS.

Plans and specifications for the furniture and plastering of the Model Schools were prepared in the early portion of the year, the tenders for the same having been received on the 23rd of May, after the usual advertisements in the daily papers, the contract for the furniture having been awarded to Mr. Potter, and the plastering to Mr. Murphy, and the whole of the work was done in the specified time, during the summer vacation, in a satisfactory manner, under the superintendence of Mr. James Price, the clerk of the works.

Additional coils, for steam heating, were placed in the upper rooms and on the landings, and afterwards extended, but they were found to be insufficient, and an additional boiler has been placed in the basement of the Normal School according to your directions, the cost of same to be included in the estimates for 1873.

The coils in the upper stories of the Model Schools will have to be extended still further, as the want of heat is complained of during very cold weather, it will also be necessary to provide an engine of larger capacity, for pumping the water into the boilers, the present one having been in use for several years.

When the plastering was in progress, it was found necessary to construct bases in the rooms, and architraves to several of the doors, instead of beaded casings, and other alterations were required, which were reported at the time as being necessary, the cost of which has caused an over-expenditure of $165·96.

Double sashes were also constructed for the upper story windows, as approved, for which the sum of $200 will be required. Additional ventilators will have to be placed in the Normal and Model Schools, as required by the Chief Superintendent of Education, the ventilation being deficient according to the original plans for the Normal School, and the ventilators introduced into the rooms of the Model Schools not being considered satisfactory.

Some additional furniture will also be required for the masters' rooms, and gymnastic apparatus in the school yards, for which appropriations are recommended.

Since the Model Schools have been enlarged, the proximity of the latrines, which have been in use for several years, has been complained of, and during the summer sickness has been reported as hauing been caused by the exhalations from the pits under them

An estimate has been made for the cost of removal, and frost-proof water-closets are recommended to be placed at a greater distance from the buildings. The amount of a $1000 is recommended to be included in the estimates for this purpose.

Repairs to Normal School Buildings.

The usual appropriations for ordinary repairs were included in the estimates last year, and in addition, the sum of $1200, for slating the roofs of the Normal School and Education Office, the contract for which was awarded to Mr. Duthie, his tender being the lowest, and the work was done in a satisfactory manner, under Mr. Price's superintendence.

The sidewalks to the front building were taken up, and new planking done by Messrs. Walsh and Loveys, their tender being the lowest. The slating of the Normal School and Education Office, also the new planking, were completed within the estimated amount. The ordinary repairs have been done principally under Mr. Price's superintendence, and he reported the work to be satisfactorily done.

An agreement was made with Mr. Duthie to clear off the snow from the roofs of all the buildings during the winter, for the sum of $27.00. On two occasions I had to complain of neglect, in consequence of some leaks from this cause, and Mr. Duthie has since given the necessary attention to the roofs after snow storms.

Appropriations for the ordinary repairs, estimated at $1500, for the Normal and Model Schools, and $500 for the Education Office, should be included in the estimates for 1873.

The painting of the fence round the grounds should be done during next year, if not approved for this year, as it is much required.

Administration of Justice.—Repairs &c. to Osgoode Hall.

An appropriation having been made for furniture and matting for the Court of Chancery, in the west wing of Osgoode Hall, directions were given to cover the passages on one floor with oil cloth and matting, but through misunderstanding, the passages on three floors were covered, which increased the expenditure more than was estimated, at the same time it was very much required. According to your directions, the roof of the building was examined by a competent mechanic, and reported to be in good order, some repairs having been made previously, the accounts for which were paid by the Government.

As arrangements have been made with the Law Society for keeping the buildings in repair, with the exception of the east wing, an appropriation of $1,500 will require to be placed in the estimates for repairs to the cut stone work, flagging, drains, carpenter work, painting, colouring walls, and for furniture that may be necessary in the centre building.

An agreement was made with Mr. Duthie, slater, to clear off the snow during the winter for the sum of $30, and the housekeeper informed me that there have been no leaks from this cause, the agreement having been properly carried out.

COURT-HOUSE AND JAIL, SAULT STE. MARIE.

Plans and specifications were prepared for the construction of a fence round the grounds, and tenders were received from three parties in the vicinity, which were forwarded by Sheriff Carney, but as the amounts were beyond the balance of the appropriation, some expenses having been incurred in some repairs to the water pipes, &c., injured by the frost, the matter was deferred until this year, when a larger appropriation may be made for the purpose, and for the ordinary repairs.

There has been some difficulty in procuring a proper supply of pure water for the jail, the water in the well on the lot not being considered wholesome; an examination was made to ascertain if water could be procured from a spring a short distance in the rear, on a lot belonging to Mr. Wilson, the Collector of Customs, and Mr. Price, who made the examination, reported that at a moderate expense an abundant supply of water could be conveyed to the building in an iron pipe to be sufficiently sunk in the ground to protect it from the frost, Mr. Wilson having given his consent, with the understanding that he should have the use of the pipes and water if he decided to extend the pipes to his own grounds, opposite the jail, the extension to be at his expense. The estimate for the above work is $400. A re-vote of the unexpended balance of $421 32 will also be required, in addition to other recommendations.

REGISTRY OFFICES, PARRY SOUND AND THUNDER BAY.

Tenders having been received for the construction of a picket fence round the lot at the Registry Office, Parry Sound, according to the plans and specifications which were forwarded to the care of Mr. McCurry, the Registrar, the tender of Mr. Richmond, being the lowest, was accepted for the sum of $215, and the Registrar stated the work had been satisfactorily done in the specified time.

The sum of $200 was paid to Messrs. J. and W. Beatty, for the land on which the Registry Office is built, and some further amounts were paid for furniture for the Registry Office

The sum of $200 will be required this year for ladders, tin eaves, repairs, painting, &c.

A large iron safe made by Messrs. Taylor and Co., was forwarded to the Registrar for the Registry Office at Thunder Bay, an appropriation of $300 having been made in the estimates for the purpose.

An appropriation will be required this year for double sashes, and sundry improvements, also for a fence round the lot, 12 acres of land having been reserved by the Crown Lands Department, for the registry office, Court-house and jail at Prince Arthur's Landing.

Plans and specifications were prepared in the early portion of the year for a lock-up to be built of stone, but as the estimated expense was considered to be too great, and a large quantity of square timber having been previously procured for a log building, by the Stipendiary Magistrate, Mr. Van Norman, the plans and specifications for a smaller building were prepared, the logs to be lined with oak plank, and instructions were given to Mr. H. Munro, jun., according to your directions, to proceed to Thunder Bay, and to have the lock-up erected by employing men, the necessary materials having been prepared and forwarded from Sarnia. The work was satisfactorily done, and the building occupied before the winter.

Owing to the great expense of sending materials such a long distance by steamer, also to the high wages paid to the men employed, and for the construction of roads, the cost of the building has exceeded the appropriation.

On looking over the items in the public accounts, I find that several amounts have been charged which were over expenditures for last year, the sum of $2,000 having been included in last year's estimates for this purpose.

According to the reports of the Sheriffs, &c., lock-ups will be required at Bruce Mines for the Nipissing district and other places, for which, if approved, appropriations will be required.

UPPER CANADA COLLEGE BUILDINGS.

The architect, Mr. Stibbs, who was employed to restore the Master's residences at this College, reported in February, 1872, on the additional work done, and recommended the payment of the balance due to the contractor of $2,230.39, including the sum of $800, deducted at the time, but afterwards allowed, on the report and explanation of the architect, for which a certificate was given, and after an examination of the quantities and prices, which I considered correct, that amount was recommended to be paid to the sub-contractors, the contractor having left the city.

The total cost of the restoration of the building was nearly $17,000, including architect's fees, and $553.27 for furnishings.

According to your instructions, the plans and specifications for the enlargement of the Upper Canada College building were prepared during the year, an estimate of the cost was also made, and for constructing a new fence on King and Simcoe-streets, which were forwarded to the Vice-Chancellor of the University, Toronto, L. W. Smith, D.C.L. The proposed enlargement 84 feet by 44 feet, and two stories in height, with basement, would increase the number of class-rooms, affording the required accommodation for additional pupils, and including a public hall 80 feet by 40 feet, and 25 feet in height.

MISCELLANEOUS.

I had occasion to report to you in May last, respecting the difficulty of preparing the necessary plans and specifications, of the several buildings and improvements required to the several institutions under the control of the Department, in consequence of the late period of the year when the recommendations were forwarded, affording a very limited period of time for determining the cost of the buildings and improvements, preparatory to including the same in the annual estimates to be laid before the Legislature, and recommended that communications should be forwarded to the proper authorities, requesting statements as to the requirements of the several institutions, with respect to new buildings or improvements for the ensuing year, such statements or recommendations to be sent in not later than the first of October in each year, or as soon after that date as possible. I regret to state that the difficulty is still continued, as the principal portion of the recommendations were not received until the 16th of December last, and as the Legislature met on the 8th of January, it was clearly impossible to make reliable calculations in so short a time, particularly when, after making such calculations, many of the recommendations were not approved, thereby wasting much valuable time, which should have been devoted to the preparation of the annual report, which is required to be presented to the House in twenty-one days after the opening of the Legislature. If the recommendations are forwarded as requested, there will be no great difficulty in preparing plans and specifications of the required buildings and improvements after the recommendations are approved, and the cost can be determined from reliable data, in sufficient time to have the estimates prepared before the meeting of the Legislature.

The usual statement of the accountant will be appended to the report, showing the expenditure on each public work and building for the last five years, and for the past year.

The certificates and accounts which have been checked and verified by me for 1872, amount to $244,771·58, but several accounts have been paid on account of construction, which have not been checked and verified as required by the Act respecting public works, and as it has led to some confusion affecting the balances of the appropriations, it is desirable that all accounts for construction should be checked in compliance with the Act, as reported during the last two years.

As a large quantity of furniture has been supplied to the several Departments since 1867, and insurances were effected on the furniture and buildings last year, it was necessary to have a proper inventory of the several items, and a reliable valuation made in case of accident: according to your directions, Mr. H. W. Reffell has been engaged for some weeks in making a detailed inventory and valuation of the furniture in the several Departments, and a regular set of books has been made out for future reference. A statement of the total value will be found as an appendix to the report.

Charges of a personal character having been introduced into some reports which were recently presented to the legislature, I may be permitted to state, that, whilst I am precluded from entering into explanations, which may be considered irrelevant to the strictly practical tone of such reports, I am prepared to maintain the correctness of every statement made by me in the Public Works reports during the past four years.

I have the honour to remain,

Your obedient servant,

KIVAS TULLY, *Architect and Engineer.*

REPORT

OF

THE ENGINEER

ON

PUBLIC WORKS

(OTHER THAN PUBLIC BUILDINGS).

DEPARTMENT OF PUBLIC WORKS, ONTARIO.
TORONTO, 16th January, 1873.

HON. ARCHIBALD MCKELLAR,
Commissioner of Public Works.

SIR.—I have the honour to submit the following report on the Public Works under my charge in 1872.

LOCK ON ROSSEAU RIVER, MUSKOKA.

The lock which was completed in November 1871 was used for the passage of steamers during the entire season of navigation of 1872 with complete satisfaction, the steamer Nipissing making daily trips to and from the head of Lake Rosseau, and Gravenhurst on lake Muskoka; enabling travellers leaving the head of Lake Rosseau in the morning to reach Toronto in the evening, and those leaving Toronto in the morning to arrive at the head of Lake Rosseau in the evening of the same day; thus conferring a great boon on the settlements north of Lake Rosseau in reduction of freight charges as well as quickness of transit.

The channel in the river below the lock having been partly dredged in 1871, an appropriation of $1600 was made for the completion of the work in 1872, and this was successfully carried out during the period of high water when the steamer could pass over the shallows, and the sum of $1550·09 was expended on the works.

The differences between the highest and lowest surfaces of the water in Lake Muskoka—in some seasons amounting to nine feet—are the cause of many difficulties in connection with the navigation, and also, in high water, are the source of injury and damage to the low-lying land around the lake; and therefore I think it very desirable that a remedy should be applied by carrying out works at the Muskoka Falls which, while assisting to carry off more rapidly the high floods, should also prevent the water from getting so low as to be an injury to the navigation.

CUT BETWEEN LAKES JOSEPH & ROSSEAU.

A re vote of $238 20, the balance of the original appropriation, was made for 1872, to complete the dredging of the channel into Lake Joseph. This work was finished in June, at a cost of $233·95, and during the season of navigation the steamer Wenonah made weekly trips from Gravenhurst to the head of Lake Joseph for the accommodation of the settlements around that lake.

WASHAGO AND GRAVENHURST ROAD.

The sum of $1400 was appropriated for service in repairs and improvements on this ork in 1872, and $1356·61 have been expended in removing, filling up, and macadamizing some worn out crossways, repairs to the broken stone, and gravel on the road, generally, and making a short deviation at Beaver Creek Hill to avoid a rocky knoll with an abrupt and dangerous pitch.

For repairs, and replacement of crossways in 1873 an appropriation of $1400 will be necessary—as the traffic over the road is very large; but after the completion of the railway to Gravenhurst this traffic will pass over the new highway, and the expenditure on the road will no longer be requisite in connection with this Department. The railway is now under contract for construction as far as Gravenhurst and will probably be in working order in the Spring of 1874.

The whole of the works in 1872, embracing the dredging on Lakes Joseph, Rosseau, and Muskoka, and repairs on the Washago and Gravenhurst road were carried out by men employed (on paysheets) directly under the supervision of the Department of Public Works.

The low water in Lake Simcoe during the past year caused much difficulty to the steamers plying between Orillia and Washago, in navigating the narrow channel leading to the Washago wharf, and an appropriation of $1000 would be of much service for expenditure in straightening the channel at that place.

LOCK AT YOUNG'S POINT, PETERBORO'.

The sum of $900 was appropriated for service in 1872 in connection with this work and the expenditure has been as follows:

Taking off rollers and adjusting lock-gates	$300·00
Removing boulders in channel to Lakefield	400·00
Cost of Inspection	37·50
Total expenditure	$737·50

The work required has been completed within the appropriation, and the owner of the steamer navigating the waters of the Otonabee and Stony Lake has expressed himself as entirely satisfied with the channel now that the boulders are removed, and also with the transit through the lock since the gates have been adjusted.

The height of the water above the lock is regulated by the dam at Young's point, which is private property and was not constructed by the Government; but the Department of Public Works has the right of entering on, and making repairs to the dam, whenever this is requisite, and as a part of the structure in connection with the slide is now very much out of repair, an expenditure there will be necessary out of the appropriation for maintenance of locks and dams for 1873.

The traffic on these waters is as yet small, but is likely to grow with the increase of settlement, and of the lumbering operations carried on north of Stony Lake along the Burleigh road.

LOCK ON BALSAM RIVER.

These works, which consist of a lock, dam, and swing bridge on the river connecting Balsam and Cameron Lakes, were, at the close of 1871, in the following state of construction:

The swing bridge was finished, the dam nearly so, and the foundations, mitre sills, and lift wall of the lock placed in position, and the side walls in hand. The contractor, Mr. Wm. Whiteside, pushed the works during the Spring of 1872, and in May the works were finished except the removal of material below the lock, the excavation of which required the use of coffer dams and steam pumps to keep the water clear, and as the material in the excavation was required for backing the lock walls by embankment, a part of this work was then also incomplete; at that period the water in the river rose to flood height and covered the coffer dams, flooding the works, and their further prosecution, by permission, was abandoned until lower water should give the contractor a more favourable opportunity for their completion. But the water at Cameron's Lake having been kept at a high level during the season, very little of this work has yet been done.

The expenditure in 1872 has been as follows,—

Payments to the contractor on work and material........	$4705·00
" Thos. Walter for apron to slide	182·00
Cost of inspection and superintendence	432·50
Total expenditure in 1872.....	$5319·50

There will be a re-vote of $931·38 necessary for this work, and an additional sum of $2000 will be required to cover the cost of extending the apron of the dam and putting in a new slide for the passage of logs and square timber.

The lock will connect Fenelon Falls by navigable waters with the Toronto and Nipissing Railway at Coboconk, and will probably facilitate and open up a traffic in that direction.

SCUGOG RIVER WORKS.

The appropriation for this service in 1872 was $5224·79 out of which $5221·25 has been expended as follows:

An alteration in the construction of a swing bridge on the Scugog river a mile south of Lindsay, became imperative in consequence of the increased trade on the river since the re-opening of the lock. A wider and better channel being required for the passage of steamers towing barges, it became necessary to lengthen the superstructure of the bridge, and entirely remove and re-build one of the abutments, and this work was completed in June. At a point on the Scugog river, about a mile and a half above Lindsay, known as the "Devil's Elbow," a new channel was very urgently needed, and this work was commenced in January, by the excavation of a cut through the point so as to avoid the most difficult bend in the navigation of the river above Lindsay. The channel was completed in September, having a width of 60 feet, with a depth of 6 feet at low water.

In addition to these works a set of stop logs were supplied for the lock at Lindsay, and some additional dredging was done at the bridge above Lindsay and south of the new cut.

The expenditure on these works in 1872 has been as follows:

Alterations of swing bridge south of Lindsay.......	$984·00
Dredging and excavation at new channel, 7970 cubic yards at 40c.	3188·00
Dredging in river, stop logs, and removal of dredge from Pigeon creek...	552·00
Cost of superintendence and inspection	497·25
Total	$5221·25

During the season of navigation of 1872 the transits through the lock were, 287 steamers, 296 scows, 521 cribs of logs and timber, and 49 cribs of boom timber.

Notwithstanding the improvements made on the Scugog river at Lindsay and from thence to Lake Scugog during the past three years, the growing trade on the river since the re-opening of the Lindsay lock is becoming so important that additional and more extensive improvements are now needed to facilitate and extend that trade, and these embrace the following works.

1. Additional dredging for the purpose of straightening and improving the Scugog river, from the bogs at Lake Scugog to the new channel, one and a half miles south of Lindsay.

2. Straightening and improving the river from below the Lindsay lock, to its outlet into Sturgeon lake.

3. The construction of breastworks along the river banks at Lindsay, from the foot of the lock to the railway bridge.

For the service of 1873, I would recommend an appropriation of $6,000 for the completion of a part of these works

The water in Sturgeon Lake and below the Lindsay lock was kept at a better level throughout the season of 1872, than during the previous year, the lowest water in 1872, giving a depth of four and a half feet of water on the lower mitre sill of the lock, as against two feet eight inches in 1871; and this result while partly owing to more rain during the season, was materially assisted by the repairs of the dam, and greater care of the water at Bobcaygeon, as well as the use of reserve dams on the back waters above Cameron's Lake.

IMPROVEMENT OF NAVIGATION OF PIGEON RIVER.

A re-vote of $3472.60. was made for service on this work in 1872, but the dredge which was to do the work having been required on the Scugog river during the greater part of the season available for dredging, a part only of the work has been done, and the following payments have been made thereon:

Payments to Thomas Walters, contractor, for dredging, &c........	$1411 00
Cost of superintendence and inspection,....................................	212 25
Total................	$1623 25

Pigeon creek has been straightened and deepened in many places during the progress of this work, and, besides the removal of material by dredging, a considerable number of sunken logs and roots were taken out of the channel. The work under contract has been completed as far up stream as the limit of lot No. 7, in the fourth concession of the Township of Emily, and wherever the channel required deepening, it has been cut to bottom widths of forty to fifty feet, with depths varying from five to nine feet, as the nature of the material removed required: and it is now navigable for small steamers from its outlet in Pigeon Lake to the point mentioned, although there are a few points on the creek where the length of navigation could be materially reduced by making new cuts. A balance of $1849.35 remains available for re-vote for this work, out of the original appropriation of $5000, which was made in 1871, in which year a portion of the work was commenced.

IMPROVEMENT OF NAVIGATION, SYDENHAM RIVER.

An appropriation of $2000 was made for this work in 1871, and the contract let to Mr. Wm. Taylor, of Wallaceburg, for $1,800. A part of the work was done in that year, and a payment made to the contractor of $255, besides $119,76 expended on surveys and inspection, leaving a re-vote for 1872, amounting to $1,625 24. Great delays having been made by the contractor in prosecuting the work in 1872, after many letters of complaint on the subject, and due notice having been given him, the work was placed in the hands of one of his sureties, Mr. H. McLean, of Wallaceburg, who has, since he took it in hand, got about one third of the obstructions removed from the bed of the river from Dresden downwards.

Payments have been made on the work as follows:

Payments to contractors for work done..................	$527 00
Cost of inspection and superintendance	117 00
Expenditure in 1872.....................	$644 00

A balance of $981 24 will be available for re-vote in 1873 on this work, and a further sum of $500 will be necessary for its completion.

IMPROVEMENT OF THE NOTTAWASAGA RIVER.

An appropriation of $6,000 was made for this service in 1871, and during that year, $1,728 82 was expended on the works, leaving $4,291 18 for re vote for service in 1872.

The work chiefly contemplated to be done under this appropriation has been fully carried out, and consisted in the removal of a number of extensive jams of timber, which obstructed the river between the railway bridge at Angus and Jack's Lake, including the cutting down of all overhanging trees and other debris, and also the enlargement of a small cut at the Ox-bow bend in the river, where it is now shortened nearly two miles by the completion of this channel

A large part of the timber in the jams was cut during the winter, and after the work was completed, the debris had to be floated down and placed out of the channel in Jack's Lake, and from the large mass of floating material, and crooked character of this river, this proved a tedious operation.

The work done has already proved very serviceable to the locality on each side of the river, between Angus and Jack's Lake, and will have a tendency to relieve most materially, the period of high floods.

The expenditure in 1872 has been as follows:

Payments,—wages to foreman and men on works....	$3165 15
Cost of inspection	84 66
Total..................	$3249 81

A balance of $1,041 37 remains unexpended on this appropriation, which I think it is desirable to have revoted for service in 1873, in carrying out an extension of these improvements.

KAMINISTAQUIA RIVER, THUNDER BAY.

The contract for dredging at the entrance to this river, which was let in 1871 to Mr. Williams, having lapsed in consequence of his failing to bring his dredge to Fort William within the time specified, has not been renewed or the work re-let, and the appropriation of $11,802 90 remains intact, with the exception of an account of $11 paid for advertising.

PORTAGE DU FORT BRIDGE.

For this work an appropriation of $4,000 was made, conjointly with appropriations from the Government of the Dominion and the Province of Quebec. Plans for the work have been approved, but I have not been informed that any portion of the structure has been built, and therefore the amount remains intact for re-vote.

MAINTENANCE OF LOCKS AND DAMS.

The sum of $500 was appropriated for this service in 1872, and the expenditure has been as follows:

Lock at Young's point, platform, guard timbers, &c...	$54 20
Lindsay lock, small pier, repairs to gates and valves....	80 69
Lindsay, swing-bridge at lock, re-planking and repairs	77 77
Port Carling lock, repairs to valves and balance beams	26 40
Total..................	$239 06

For this service in 1873, the sum of $4,000 will be required, the chief part of which will have to be expended in repairs to the dam at Young's point, which is now an old structure, the slides and other portions of the dam being in a very dilapidated condition. The dam is not the property of the Government, but its repair is necessary in connection with the use of the navigation at Young's point lock. A part of the cost of these repairs should properly be borne by the owner of the dam.

LOCKMASTERS AND BRIDGE-TENDERS SALARIES.

At Lindsay, there is a lock and three swing bridges to attend to, and the lockmaster there attends to the lock, and two of the bridges, with occasional assistance. The other bridge from its position requires a bridge-tender during the season of navigation. The locks at Balsam River, Port Carling and Young's Point each require a lockmaster during the year, although one will not be required at Balsam River until May or June next.

DRAINAGE WORKS.

TOWNSHIP OF MOSA, COUNTY OF MIDDLESEX.

The contractors for these drains, Messrs. Grant and Yorke, having failed to complete their contract, it became necessary to relet the unfinished portions of the works, and before doing so remeasurements and new profiles of the bottom grades had to be taken. When Messrs. Grant and Yorke stopped work there were 655 rods in length of drains on No. 6 and branch A. drains not yet touched; No. 3 drain was well finished, but all the others required deepening and in some cases widening to conform to the requisite bottom grades necessary for the drainage of the localities around them.

The following works were re-let to the parties named :—

Messrs. Dixon and Fennell, 518 rods on No. 6 drain at $2·37½ per rod.
" " deepening No. 4, and excavating branch A. drain for $400 00.
" " deepening the East part of No. 6 drain for 200·00
" " deepening 848 rods of No. 5 drain at 62½c. per rod.
Messr. Falby and Butcher, deepening No. 2 drain, 288 rods at 90c., and 408 rods at 70c.
Mr. Winger, deepening and finishing No. 7 drain, 120 rods at $1·25.

No arrangement has yet been made for finishing No. 1 drain, Messrs. Dixon and Fennell have finished the work under their contracts on Nos. 4, 6 and branch A. drains and also 450 rods of the deepening of No. 5 drain.

Messrs. Falby and Butcher have finished 288 rods of No. 2 drain, south of the Great Western Railway, and Mr. Winger has work in progress on No. 7 drain.

The work on the drains as they are now completed or in progress, is well executed, and the bottom grades have been carefully levelled by Mr. McGeorge, C.E., the inspector of the works, and the results are very satisfactory.

The work required to finish the drains in Mosa is as follows :—

No. 1 drain to be widened and deepened throughout.
No. 2 drain to be widened and deepened for 408 rods in length.
No. 5 drain to be deepened for a length of 398 rods.
No. 7 drain, 120 rods in length to be finished.

The expenditure in 1872 has been, as follows :—

Payments to Messrs. Dixon and Fennell, contractors	$2038 25
" " Falby and Butcher "	221 00
Cost of Inspection and Superintendence	184 81
Total	$2444 06

A sum of $1,400 will be required to finish these drains.

TOWNSHIP OF EKFRID, COUNTY OF MIDDLESEX.

Nos. 1 and 2 drains and branches having a total length of 4043 rods were let by contract in 1870 to Mr. Wm. Barnum, and were finished in 1871 with the exception of some deepening and clearing out on Nos. 1 and 2 drains which have been completed in 1872, and the drains under this contract are finished.

No. 4 drain and branches, 1527 rods in length were let in 1870, to Mr. John Seaton, and at the close of 1871, the drains were all excavated, but in many places the depths, widths and formation did not conform to the specifications.

In 1872, Mr. Seaton proceeded with the work of deepening and widening the drains in accordance with measurements and profiles furnished him, entailing a small quantity of work in addition to that in the original contract, and which will add about $400 to the original cost, but at the close of the year the contractor had not finished the work as required.

The expenditure in 1872 has been as follows:

Payment to Wm. Barnum, contractor	$259 30
" John Seaton "	306 00
Cost of inspection and superintendence	93 01
Total	$658 31

A sum of $1,000 will be required to finish these drains.

TOWNSHIP OF DUNWICH, COUNTY OF ELGIN

The works in this township, comprising three drains and having a total length of 2908 rods, were let in 1870 to Mr. John Philpott, who failing to push the works, the contract was transferred to Mr. George Bennett who is now prosecuting the works.

At the close of 1871, there were 2,233 rods in length excavated on these drains, but a considerable part of that length required additional formation to comply with the specifications.

At the close of 1872, the contractor had finished Nos. 2 and 3 drains, the outlet of No. 1 and a considerable part of that drain, so that only a part of No. 1 drain now remains unfinished.

The expenditure in 1872 has been as follows :—

Payment to George Bennett, contractor	$2632 00
Cost of Inspection and Superintendence	84 11
Total	$2716 11

A sum of $1,200 will be required to finish these works.

TOWNSHIP OF BROOKE, COUNTY OF LAMBTON.

In August, 1870, a contract was let to Mr. George Blain for a total length of 7404 rods of drains, and in 1872, an additional contract was let to him for No. 6 drain and extension of branch A. drain, having a length of 1115 rods, along 409 rods of which the earth taken out of the ditch was to be formed on the road surface alongside. An arrangement has also been made with the contractor to spread the material taken out of No. 1 drain north of the Southern Railway, so as to form the road surface, and to do the same work on the road surface beside No. 3 drain.

The whole quantity of excavation in the drains now under contract, inclusive of extra widths, will amount to 167,000 cubic yards, and of this quantity 89,118 cubic yards were excavated in 1871, and 36,401 cubic yards removed in 1872, leaving 41,540 cubic yards to finish in 1873.

No. 1 drain has 1782 rods in length excavated.
No. 2 drain has 1091 rods excavated and is finished.
No. 3 drain was only recently commenced.
No. 4 drain has 1115 rods excavated, and is nearly finished.
No. 6 drain has 409 rods excavated, and is nearly finished.
Branch A. drain and extension have 600 rods excavated.
Branch C. drain has 715 rods excavated, and is finished.
Branch B. drain is only commenced.

The expenditure in 1872 has been as follows :—

Payments to George Blain, contractor	$7341 00
Cost of engineering and superintendence	344 75
Total	$7685 75

A sum of $12,000 will be required to finish the works now under contract in this township.

TOWNSHIP OF GREY, COUNTY OF HURON.

A contract for 2,110 rods in length of drains in this township was let in 1870 to Mr. George Blain.

At the close of 1871, drain No. 1 having a length of 1470 rods was finished, and of No. 2 drain, 640 rods long, more than half was completed. Some extra work had also been done on these drains in making road formation where the drain interfered with the existing road, putting in culverts, and giving additional depth to a part of No. 1 drain in a deep cut, as well as some culverts and additional earthwork on No. 2.

The balance of the excavations on No. 2 drain were completed in 1872, and the works are now finished.

The expenditure in 1872 has been as follows :—

Payment to George Blain on contract	$ 896 92
" " on extra works on No. 2	104 00
Cost of engineering and inspection	48 00
	$1048 92
Add cost of works to close of 1871	6127 55
Total cost of drains in Grey	$7176 47

There were 36,000 cubic yards of earth removed in the excavation of these drains, besides road formation and culverts, and I believe the district improved by them covers an area of about 4300 acres besides the benefit accruing to the road on the line between the 15th and 16th Concessions.

TOWNSHIP OF RALEIGH, CO. KENT.

The drainage works in this township were let in 1870 to Mr. John Elliott, and comprise a length of 5530 rods of drains requiring the excavation of 176,000 cubic yards of material.

At the close of 1871, the works were so far advanced that 148,500 cubic yards of excavation had been made, and it was expected that the drains would be fully completed in 1872; but the contractor from various causes has not carried on the work in the latter year with the same energy as in 1871, and in consequence only 9,500 cubic yards have been excavated in 1872, leaving 18,000 cubic yards of material to be removed to finish the works in 1873. If these works are not pushed more vigorously in the coming spring it will be necessary to take the work out of the contractor's hands and have it finished by other parties.

The expenditure in 1872 has been as follows :—

Payment to John Elliott on contract	$1445 00
do. on culverts	396 79
" Daniel Crow for 300 rods road formation	54 25
Cost of engineering and superintendence	89 50
Total	$1985 54

A sum of $9,000 will be required to finish these works.

TOWNSHIP OF EAST TILBURY, CO. KENT

The drainage works in East Tilbury comprise 8160 rods of drains containing 142,700 cubic yards of excavation, inclusive of the quantities required in the extra width and additional length of the outlet drain.

A contract for these works was let to Mr. John Elliott in 1870, which comprised 8111 rods in length of drains containing 125,200 cubic yards, and when the widths of the outlet drains were increased at the request of the reeve and other inhabitants of the locality in 1871, an addition of about 15,000 cubic yards was made to the original excavation. An extension of this drain into the plains at Baptiste Creek was let to Mr. James Gallagher, and he has excavated 1170 cubic yards thereon.

At the close of 1871, the contractor had made 94.733 cubic yards of excavation, all the drains being servicable from their outlet to south of the middle road, and of sufficient capacity to carry off the freshet of the spring of 1872, but none of them were completed.

In the season of 1872, the contractor has removed 26,500 cubic yards of material from the drains, and has consequently shown more energy in pushing his works in this township than in Raleigh, and the principal work now to be done is at the upper parts of Nos 1, 2 and 3 drains, south of the middle road. The quantity of material to be excavated to complete the works in 1873 will amount to about 21,000 cubic yards.

The expenditure in 1872 has been as follows

Payment to John Elliott on contract	$5542 00
" to James Gallagher for 1170 c. yds. excavation	200 00
" W .Hickey for culverts	134 56
Cost of engineering and superintendence	123 00
Total	$5999 56

A sum of $9000 will be required to finish these works.

Township of Moore, Co. Lambton.

The drainage works under contract in this township have a total length of 4180 rods, containing 83,000 cubic yards of excavation, and comprise five outlets or main discharging drains which, from their location, will confer a large amount of benefit on the township by means of collecting the surplus water through branch drains, and thus unwater a large area.

Drain No. 5., having a length of 629 rods and containing 12,700 cubic yards of excavation, was let in 1871 to Mr. Wm. Tennyson at $2 50 per lineal rod. About 80 rods of this drain were excavated before the close of 1871. The contractor has worked steadily during the favourable season of 1872 and has now completed 423 rods containing 7415 cubic yards of excavation.

Nos. 4, 10, 11, and 13, main discharge drains, having a total length of 3551 rods, and containing 70,300 cubic yards of earthwork were let in 1871 to Mr. Wm. Barnum at prices varying from $2 75 to $4 70 per lineal rod for the different drains. The work was not commenced until January 1872, and since that time the contractor has excavated 1661 lineal rods containing 26,000 cubic yards of material, and although the work is progressing slowly it is being well executed. All the excavations have been made on Nos. 10 and 13 drains which are located on the low grounds of the east and west branches of Clay Creek. No. 10 drain discharges into No. 13 which, passing into Sombra, will have its outlet on Clay Creek, on the line between the 14th and 15th concessions of Sombra. As these drains will discharge a large quantity of water their bottom widths are large and increase from 4 feet at the head of No. 10, to 10 feet at the outlet and lower part of No. 13.

The expenditure in 1872 has been as follows:—

Payment to Wm. Barnum, Contractor	$3825 00
" Wm. Tennyson	739 50
Cost of engineering and superintendence	160 50
Total	$4725 00

A sum of $9000 will be required to finish these drains.

SUMMARY OF DRAINAGE WORKS.

The drainage works finished or under construction by the Government are located in the Townships of Mosa, Ekfrid, Dunwich, Brooke, Grey, Raleigh, East Tilbury, Russell and

Moore, and comprise a total length of 44,436 rods, or nearly 139 miles of drains, requiring the excavation of 865,770 cubic yards of earth, and other material in their formation. They are all intended to act as leading main discharge drains, so constructed as to receive the water from branch drains which may be made in the various localities to lead into them, and it is considered that in this way they will unwater and improve upwards of 130,000 acres of otherwise mostly unproductive lands. The entire cost of the works including engineering and superintendence will be about $172,000, and therefore after deducting the cost of drainage surveys chargeable to the Province from the sum of $200,000 originally appropriated for drainage works by the Act 33rd Victoria, cap. 2, the balance will only be sufficient to cover the completion of these works, and any new works of a similar character which may be undertaken will require a new appropriation.

The drainage works are completed in the Townships of Russell and Grey, those in Mosa, Ekfrid and Dunwich nearly so, and those in Brooke, Raleigh, and East Tilbury far advanced, while those in Moore are well in hand, and will soon be half done.

The total excavations in all the works amount to 865,770 cubic yards of earthwork, of which 694,000 cubic yards have been removed, leaving 171,770 cubic yards of material to move in finishing the drains in 1873.

The entire expenditure on drainage works to the close of 1872, is as follows :—

TOWNSHIPS	On Excavation	On Culverts.	On Road formation.	On Engineer'g and inspection.	Total Expenditure,
Mosa	10,392 50	553 86	....	503 11	11,449 47
Ekfrid	11,540 30	......	......	426 76	11,967 06
Dunwich	8,667 00	.....	.....	388 41	9,055 41
Brooke	22,335 00	.....	..	569 70	22,904 70
Grey	6,418 74	135 00	192 18	430 55	7,176 47
Raleigh	24,021 00	2521 44	312 75	321 50	27,176 69
East Tilbury	23,286 00	134 56	....	336 50	23,757 06
Russell	11,228 05	....	....	315 72	11,543 77
Moore	4,734 50	....	....	185 30	4,919 80
	122,623 09	3344 86	504 93	3477 55	129,950 43

The advanced state of the works in all these townships has already led to very satisfactory results in the unwatering of the areas embraced in each system of drainage, and the improved value of the lands and increase of settlement in some of the localities, bear ample witness to these results. In comparing the information received from examinations of the various drainage surveys, I consider that the rich flat lands in the western section of the Province, yield the best returns for expenditures in drainage, and I would strongly recommend the extension of such works in Sombra, Dawn, Sarnia, Enniskillen and other townships possessing rich soils with flat or slightly undulating surfaces. At the same time, I wish it to be understood that there are several localities in the eastern part of the Province, well worth the cost of improvement by drainage, such as the lands affected by the overflow of the Nation River in the Counties of Dundas and Prescott, and those in Drummond in the County of Lanark, which are referred to in this report, where the expenditure incurred in the prosecution of the necessary works would be amply repaid by the increased value which would be given to the farms.

In addition to the drainage works carried on by the Government, many municipalities in the western section of the Province have expended large sums in the construction of drains, and I find invariably that those municipal councils which have gone most liberally into such works, see the resulting benefits, and are most anxious to avail themselves of facilities for more extended systems of drainage throughout their townships, and I am aware of a number of township councils which are preparing to avail themselves of the opportunity for assisting such works, which is given by the Drainage Act of last session, while there are other municipalities where the areas to be unwatered are large and thinly inhabited, and where the works requisite would be extensive and costly, which would be glad to get them carried out under the Government supervision, and the expense made a charge on the lands.

WORKS IN THE TOWNSHIP OF RYERSON.

The works in this township made very little progress in 1872, in consequence of difficulties with the contractor for making the clearings and constructing the houses. His contract included the erection of 25 houses with 5 acres of clearing attached to each one, and it was proposed at one time to extend the contract to 75 houses with clearings, but in consequence of the slow progress made in these works in 1872, it has been considered advisable to confine the contractor to his first contract, and arrangements are being made to let the chopping and clearing of areas of 5 acres each, on other lots in 1873, the work on which will chiefly be done by residents of the township, with whom small contracts are being made. The chopping, logging and burning off and full preparation and completion of the clearings, is of more importance to the ingoing settlers than the erection of the houses during the summer time, and this work should precede them not only on account of the advantage of getting in the seed, but also of the danger to the buildings from fire where the houses are erected before the burning off is done.

In July, 1871, a contract was let to Mr. Andrew Starratt, for the erection of 25 houses, with a clearing attached to each; the contract price for each house and clearing being $185.

The contracts for clearings includes under-brushing, chopping, piling and burning all timber chopped on the ground, but not fencing. The contracts for the houses provides for a building 16 by 20 feet internal dimensions, and 8 feet from floor to beams, also 3 feet from floor of attic to top of wall plates.

At the close of 1871, the contractor had chopped, but not logged or burned off, 70 acres of clearings in 5 acre areas, on 14 lots, and had partially erected 18 houses, each on a separate lot.

During the winter and spring of 1871 and 1872, lumber was sawn and hauled from the mill in the Township of Monteith, to the houses in Ryerson, but the progress of the work was so slow, that in the spring six of the houses, which were required for immediate occupation by locatees, had to be taken from the contractor and finished by day labour or by contracts with the occupiers and others.

The position of these works at the close of 1872 was as follows:—

1 house in Spence finished and used by the inspector of the works; this house has 3½ acres cleared, and is on Lot 68, con. A, Spence.
4 houses in Ryerson, with 5 acre clearings, finished and occupied.
5 houses in do with 5 acre clearings, nearly finished and occupied.
6 houses in do with clearings, nearly finished, but not occupied.
5 houses in do with clearings, only partially done.
3 lots in do with a small chopping on each.

The expenditure in 1872 has been as follows:—

Payments to A. Starratt, contractor	$1420·75
do James Millar, do	132.50
do John Gilmour, do	80·00
do for labour on lots 28, 29 and 31, in the 10th concession, and lots 28 and 31 in the 11th concession of Ryerson	325·17
Payments on provisions purchased	1081·05
do on sashes, glass, nails and sundries, for houses	78·74
do for superintendence, advertising and travelling charges	1422·89
	$4541·10
Less by refunds for provisions	303·86
	$4237·24

The road works in the Township of Ryerson have made better progress than the houses, and Mr. George Geary completed his contract in August last. Since that time a contract has been made with Mr. William Wardle, of the Township of Ryerson, for the construction of a road from Geary's road at lot 25 on the front of the 10th concession, along the side road between lots 25 and 26, as far as the rear line between the 11th and 12 concessions, and thence along that line to the Maganetewan River at lot No. 18, a distance of about 2¾ miles, and he has made some progress with this work.

The work done by Mr. Geary in 1871 and 1872 embraced the following quantities:—

13¼ miles of road, chopped 30 feet in width, close cut and levelled 12 feet in width in the centre, at $106 per mile; 279 rods of ditching and formation at $3 per rod; 11 rods of cross-waying at $2 per rod; 47 small culverts at $2 each, and some extra work amounting to $155. in cutting hills and removing large stones.

The work done by Wm. Wardle in 1872 is as follows:—

2¾ miles of road chopped and logged at $75 per mile.
1 mile of road levelled in centre, at $35 do.
95 rods of ditching and formation at $3 per rod.
7 small culverts in road at $2 each.

The expenditure on these works in 1872 has been as follows:—

Payments to George Geary, contractor, on road works	$2134·50
do William Wardle do do	484·06
Cost of superintendence and day labour	450·40
Total	$3068·96

It will be desirable to have the unexpended balances revoted on these works for expenditure in 1873.

DRAINAGE SURVEYS.

During the past year surveys were completed for projected drainage works in the Townships of West Nissouri, Drummond, Sarnia, North Dorchester, East Williams, Dawn and along the Nation River. Some levels were taken, completing the survey in Reach, and some additional surveys of drains and their extensions were made in East Tilbury, Mosa, Ekfrid and Brooke.

The expenditure on surveys in 1872 has been as follows:—

Cost of surveys	in West Nissouri	$256·00
do	in Drummond	680·40
do	in Sarnia	585·07
do	in North Dorchester	58·85
do	in East Williams	72·30
do	in Dawn	732·52
do	Nation River	790·05
do	in Reach, for levels along river	49·00
do	in East Tilbury, Mosa, Ekfrid and Brooke	356·67
Cost of examinations of surveys, printing, etc		284·08
	Total	$3864·94

Plans and profiles of projected drains, with estimates of quantities and cost, were sent to the Reeves of the Townships of Stephen, Sombra, Enniskillen, North Dorchester, Dawn, Hay and East Williams; and some of these townships are desirous of undertaking the works under the Drainage Act of 1872.

TOWNSHIP OF SARNIA, COUNTY OF LAMBTON.

The final returns of this survey were received in April, 1872; and I submit the following extracts from the report of Mr. J. H. Jones, C.E., on the system of drainage required for the township, and the injury caused to the lands by the large increase to the surplus waters thereon from the discharge drains of other townships.

"Having given you a resumé of the manner in which I have conducted my survey, I would respectfully desire to make some general observations in regard to the probable benefit to the Township of Sarnia, provided that the work is proceeded with, and also the position the township is placed in with respect to the neighbouring municipalities.

"Some years since the Sarnia Township Council cut the Wawanosh drain (under a spec

Act, from what was then called Cull drain, on front lot 24, to the western boundary of Lake Wawanosh. This comparatively drained the lake—so much so that the township laid out the bed into lots, and sold them some three years ago. They continued the drain southward by petition from the resident landholders, who paid a large proportion of the cost of construction. This had the effect of again flooding the Wawanosh Lake bed, and a considerable quantity of the surrounding cedar and tamarac lands in the wet seasons of the year, thereby giving the parties holding the said land ground for action against the corporation. The drain from Wawanosh Lake to the London road passes through a large tract of black mould land, timbered with tamarac, black ash and elm, and was formerly extremely wet at almost all seasons of the year, but the present drain has always heretofore kept the water within its limits between these points, and would have been for the present at any rate satisfactory, if the drain across the Wawanosh's bed had been large enough to contain the water required of it, but the lowness of the ground in the bed of the lake would always prevent this, and last year, in the spring the water was about three feet deep at some distance from the drains. On the south side of the London road, formerly the old channel of the Perche could be found for some distance; then a considerable bar of black mould, covered with large elm and soft maple; then a deep muddy stretch of channel, and then another bar, and so on up to 12 and 13 side line. Between these points the land is varied, in the neighbourhood of the creek ridges of dry hardwood land often, occurring. Following the Perche from this point up to the supposed junction with Waddle's Creek, alternate bars and soft muddy channels—in some cases 20 feet deep and upwards—are found, hardwood ridges often appearing at a chain or two distant.

"The flats vary in width from 3 or 4 chains up to about 15 chains, the soil being a black mould, covered with large elm and thick underwood, and the banks being high hardwood land. This continues up to about the blind line between the 3rd and 4th concessions, when the land commences to rise more rapidly, and the soil changes to a hard clay, the flats get narrower and the creek bed is well defined, the banks lowering as we ascend to the township boundary. The land as a rule is ordinarily dry, except at points where small tributaries join the creek. The Waddle Creek is similar to the Perche up to the 4th concession, viz., black mould flats covered with elm and soft maple, varying in width from 5 or 6 chains to 15 or 20 chains. From the 4th concession up to the Great Western Railway, the flats are narrow and of a clay soil, with high banks. From thence up to the line between the east and west halves of lot 7, the creek winds about through a hardwood bush land. From this point up to the Enniskillen town line drainage is much needed, as the land rises gradually away from the creek, and passing through clearance nearly all the way, much of the cropping is destroyed at wet periods.

"From the foregoing description of the lands through which the Perche and Waddle's Creek take their course, it will be readily seen that the flooding of the lands in the neighbourhood of Wawanosh is at present the chief township grievance with respect to these creeks. The deepening of the Perche, I may say, along its whole course, at any rate from the 4th concession upwards, would only be an indirect benefit to the adjoining lands, as the uplands have ample fall as they are and an individual relief would only be derived, provided the waters in the flats were kept within certain bounds, and the cutting of these creeks would be more as a provision of outlet for the neighbouring townships, than any direct benefit that will be received by Sarnia, as a small amount of improvement in the Wawanosh drain would provide amply for the water of Sarnia. The case is similar with regard to the Waddle Creek, up to the east and west halves of 7, from which, up to Enniskillen town line, the lands would receive considerable direct advantage, and parties holding land in that vicinity have long been extremely anxious to obtain relief. Enniskillen had commenced a survey, and was about to cut a drain through these lands to benefit herself, and only desisted when the drainage of Sarnia was talked of under the Government scheme. The amount of land drained into Sarnia at this point is, I believe, about 3000 acres from Enniskillen, and about 1000 from Plympton; and in the same way with regard to the Township of Moore, which drains from 5000 to 5500 acres of very wet land into Perche Creek, and has moreover cut drains into the said creek, and will doubtless continue to do so, thus sending the water that came out of that township at a much greater pace than formerly, and this would cause the size of the drain down the Perche creek to be much increased, especially between the 4th and 6th concession lines, as the fall between the town line of Moore and the 4th concession of

Sarnia is 31·36 feet, whereas the 4th concession is only 10 feet higher than the 6th concession, the difference of fall thus being as 2 to 1. The bed of the Wawanosh Lake, too, is in some places so low that I fear it would be impossible to enlarge the present drain satisfactorily, and it thus seems to me that the only course left to thoroughly drain the portion of the township through which these creeks pass, would be to cut an auxilliary drain, either from the Perche Creek to the River St. Clair, or the Wawanosh drain, at a point east of Lake Wawanosh.

"By the survey made along the line between lots 10 and 11, from the 5th concession to the Wawanosh drain, it will be seen that this line does not tap the Perche Creek at all, but strikes the Waddle Creek at a point south of its junction with the Perche, and that the depth of cutting required would be so great as to render this route, in my opinion, inadvisable; and with regard to the 4th concession line, the same objection will hold good, as the watershed of that district is at side line 15 and 16, whence some of the water flows eastward to the Perche, and the remainder westward to the River St. Clair, the said side line being 8·59 feet higher than the Perche Creek.

"Respecting the 6th concession line, I might state that it was at one time proposed to cut a relief drain down this line, but found inadvisable in consequence of a great deal of the soil being quicksand, and thus very liable to fill up the drain further. Both these lines are frequented roads, and any drain that would be of such a size as to efficiently tap the Perche Creek, would be a very serious inconvenience to the roads, and would be liable in time to wash them away; and besides, the township council has already been at great expense in cutting drains along each of these roads, and any new drain in the immediate neighbourhood would not much benefit the adjoining lands. Thus, I am of opinion that it would not be desirable to cut the relief drain down either of these lines.

"However there still remain the lands between these two points, and I am of opinion that an effective drain could be placed here from the Perche to the River St. Clair. It will be seen from the accompanying profiles that station 116 on Perche Creek is 12.24 feet; that station 108 on same creek is 12·20 feet, and station 182 on same creek is 22·11 feet higher than the River St. Clair; thus there would be plenty of fall, and from my knowledge of the neighbourhood I should say that there would be no difficulty in laying out a drain between these two points that would work satisfactorily."

In a supplementary report, Mr. Jones says: "To make any efficient system of drainage it is essentially necessary that the territory through which the northern part of the Perche Creek, and its tributaries the Mills, Porter, and Pulse Creeks pass, should have the benefit of an outlet into the Perche Creek, and this can only be done by making drains down them."

I am of opinion from an examination of the plans and report prepared by Mr. Jones, that another outlet can and should be made for either Waddell or Perche Creek, and that the Wawanosh drain should have banks raised on each side, in its course through Wawanosh Lake, with side drains on each side, to unwater the area of the lake bed into a lower level of the Wawanosh drain; but before any steps are taken for this purpose further examination will be necessary.

TOWNSHIP OF DRUMMOND, COUNTY OF LANARK.

This survey, which was made at the desire of the municipal council, was commenced in November, 1871, but the final returns were not received until after the close of the survey in February, 1872.

I submit the following extracts from the report of Mr. Springer, C.E., who had charge of the survey:—

"I have located, opened out and levelled lines for drains through three of the largest swamps in the Township of Drummond. The aggregate length of the lines established nearly 25 miles, in addition to which I opened out about six miles of trial lines, in order to obtain the best locations for the projected drains.

"The quantity of land capable of being improved by the construction of this system of drains is something over 22.000 acres, a large portion of which, that is now worthless, would thus be rendered fit for agricultural purposes.

"The timber in these swamps is cedar and tamarac, and some ash, which is of a small growth, but very thick, except in the swamp marked No. 2 on the plan, where there is considerable open marsh.

"The soil in all the swamps is a soft black loam and muck; in many places the muck is very deep, and is said to contain a good quality of peat.

"All the swamps have a good fall to the streams forming their outlets, but the surfaces are very even throughout, and the ground soft.

"No. 1 swamp, to the east of the Town of Perth, in the 1st, 2nd and 3rd concessions of Drummond, has a projected drain line 3½ miles long, which will discharge into the River Tay, near the Town of Perth; and there is a good fall through the swamp in this direction to the marsh lands, bordering the river in the neighbourhood of Perth, but owing to back water in the river caused by a dam two or three miles below, these marsh lands covering about 400 acres, cannot be drained without its removal.

"No. 2 swamp, extending from a branch of the River Tay, north of the Town of Perth, to McIntyres Creek, near the Mississippi Lake, covers a large area. It has two outlets, one at the south westerly end, which discharges through a small creek into the River Tay, and one at the north easterly end, discharging into a large creek called McIntyre's Creek, which empties into Lake Mississippi, and its summit is near its centre, where the water divides, falling each way to the outlet.

"The south western outlet will require improvement for about one mile, through half of which distance rock and stone excavations will be necessary, but they appear to be loose, and in my opinion, can be removed without blasting.

"McIntyre's Creek, forming the north easterly outlet, is a deep sluggish stream with no perceptible current, and very little fall from the swamp to where the rocks occur, obstructing the channel. It will be necessary to improve this outlet for a distance of 3½ miles, but except where the rocks occur, very little labour and expense will be required. The rock excavations will extend over a length of about 1,100 feet some 400 feet of which appears to be a solid rock, and will have to be blasted.

"No. 3 swamp is situated near the town line of Beckwith, and extends over parts of the 1st, 2nd, 3rd, 4th and 5th concessions of Drummond, from lot No. 17 to lot No. 27, and also over a part of the 10th concession of North Elmsley, from lot 1 to 7. This swamp is large and deep, and there are two projected drain lines located through it which follow the general course of the small creeks that unite and form the Colbourn or Mud Creek, which discharges into the Rideau River. This creek is the main outlet for the drainage of this swamp, but it is obstructed by rocks five or six miles below, which cause backwater to the swamp. The rocks extend along the bed of the creek about three-fourths of a mile, but they do not appear to be solid, and I think they can be removed without blasting. There is a wide extent of rich marsh land on both sides of the creek from the swamp to where the rocks obstruct the channel, and by removing these obstructions so that the water in the creek would flow freely, this marsh land would be made sufficiently dry for agricultural purposes.

"It is my opinion that the swamp lands through which the drains are located, would be increased four dollars an acre in value by the construction of these works."

I have given the substance of Mr. Springer's report in these extracts and have had profiles prepared in the office from his levels.

I beg to submit the following estimates of quantities and cost for these projected works:

No. 1 swamp, a projected drain 3½ miles long, with bottom widths of three to five feet, will require 14,000 cubic yards of excavations, at an estimated cost of $3,500, and it will unwater an area of 2,440 acres.

No. 2 swamp. The projected drains are nine miles in length, inclusive of work on the outlet streams. The bottom widths will vary from four to six feet, and the works will require the removal of 38,000 cubic yards of earth excavations, and 3,385 cubic yards of rock cuttings, at an estimated cost of $12,885, which will unwater an area of 11,450 acres.

No. 3 swamp. The projected drains are 11 miles in length, inclusive of the work required on Colbourn Creek; the bottom widths will vary from five to ten feet, and the works will include the removal of 36,000 cubic yards of earth in excavation, and 2,100 cubic yards of rock cuttings, at an estimated cost of $11,100; and their construction will unwater an area of 8,400 acres, 950 of which are in the Township of North Elmsley.

TOWNSHIP OF NORTH DORCHESTER, COUNTY OF MIDDLESEX.

Late in February, 1872, Mr. McMillan, C. E., completed a survey for a projected drain in this township. The first 3,100 feet of this work was located in a drain dug by the Municipality of Dereham, in continuation of a drain in their own township. This drain was 20 feet wide at the top, and averaged about three feet in depth, but required deepening, in order to let the water flow freely from Dereham, and to prevent this water from inundating the lands in North Dorchester, the council of that township were compelled to extend the drain until it reached a proper outlet.

The drain, as located by Mr. McMillan, has a length of 3½ miles, with a bottom width of 12 feet throughout, and required the removal of 28,700 cubic yards of earth excavations. The cost of the work was estimated at $5,740, exclusive of the cost of superintendence. Copies of the profile, plan, estimates and reports were sent to the reeve of the township, and I understand that the municipality has since carried out the work, which had become a matter of imperative necessity in connection with the discharge of surplus water from Dereham.

TOWNSHIP OF EAST WILLIAMS, COUNTY MIDDLESEX

A survey of a projected drain was made in this township early in 1872. Its head was located in the 19th concession on the line between lots 13 and 14, and its outlet in a creek at the road allowance between the 14th and 15th concessions; its length is 2¼ miles, and with a bottom width of 4 feet it will require the removal of 13,200 cubic yards of earth excavations. Copies of the profile, plans and estimates of cost of this work were sent to the clerk of the township in May 1872, but I am not aware whether the work has been carried out.

TOWNSHIP OF DAWN, COUNTY OF LAMBTON.

At the request of the municipal council a survey of the proposed drain was made in the township in 1871, and finished in 1872. The summit and head of the drain is located on the line between lots 25 and 26, about the middle of the eighth concession. It follows the road allowance between lots 25 and 26 to the front of the third concession, and then follows the allowance for road between the second and third concessions to Drummond's Creek, into which it will discharge. The drain will have a length of 10¼ miles, the bottom width of 3 feet at the head will increase to 4 feet at 200 chains from the summit, and will continue that width to near the end, where a length of 1200 feet will have a bottom width of 6 feet. The grades will be good throughout and the average depths 4 to 5 feet, so that I consider the system will be very effective when carried out. The amount of earth to remove in excavations will be 75,000 cubic yards, the estimated cost of which is $15,000, and it is considered that the drain will improve and unwater an area of about 13,000 acres of flat, wet land, which will become very productive when relieved of the surplus water which generally lies on the surface.

Plans, profiles and estimates of quantities and cost were furnished to the municipal council of the township in August 1872, and I understand that it is intended to proceed with the work under the authority of the Drainage Act of 1872.

PETITE NATION RIVER SURVEYS.

The annual freshets in the South Petite Nation River are the cause of much damage to the inhabitants occupying tracts of land affected by the flood waters in the Townships of Alfred, North and South Plantagenet, Winchester, Mountain, Matilda, Williamsburg and others, and the municipal councils of several of these townships have petitioned at various times for surveys to be made, to devise plans for lessening the evils caused by these periodical inundations.

Ascending the Petite Nation, the first serious obstruction is found at the Plantagenet Springs in the Township of North Plantagenet, this is known as the "Pitch off" and is a ledge of flat limestone rock extending across the river with a dip up stream, forming a natural dam which raises the water two feet higher than it would be if the ledge were removed. At this place during the spring freshets, the rocks cause the accumulation of logs and driftwood which increase the effect of the natural barrier, and dam the water back up stream to such an extent as to overflow and cause much damage to the level fertile lands on each side of the river as far up as Moose Creek.

The river at the "Pitch off" is about 300 feet wide, and the extent of the rocky barrier up and down stream is about the same, and it is proposed to cut a channel 100 feet in width through this to the same depth as the average bed of the river leading thence to Plantagenet dam, at the same time to render this work effective, a system of sluices becomes necessary at the dam so that during the time of freshets the head can be lowered at that point. A survey, soundings, and levels have been taken at this part of the river and plans are being prepared to carry out these works.

From Moose Creek to the "High Falls" the banks of the river are high, it is deep and its surface much below the level of the swamps in the surrounding country. Between the "High Falls" and Chesterville the banks are also generally high and no serious damage results from floods, but at Chesterville where an old dam exists, the first of a series of shoals or bars occurs, and these obstruct the river at intervals for a distance of over 14 miles, causing a large quantity of back-water in heavy freshets and resulting in a large amount of damage to the inhabitants of parts of the Townships of Winchester, Mountain, Matilda and Williamsburg, where a total area of 25,000 acres is affected by the periodical inundations, and between 30 and 40 miles of travelled roads annually obstructed by floods.

The shoals which are in the form of ridges extending across the river with stretches of deep water between are composed of clay, gravel and boulders which would be easily removed. These have been examined, and Mr. Holwell, C.E. has made a careful survey from below the dam at Chesterville for a distance of 14 miles up stream. The chief obstructions in this distance are the shoals at Chesterville dam, six between that and Gray's rapids; Gray's Rapids shoal and two between that and Barrigars' rapids; Barrigars' rapids shoal, Cases' bridge shoal, Medaugh's rapids, and five other shoals extending up stream as far as Brown's bridge, in all making 13,700 feet in length of river bed on these shoals which should be deepened. The excavations necessary for making a channel through the shoals from Chesterville to Brown's bridge, so as to lower the water surface four feet below its ordinary level will require the removal of 106,000 cubic yards of material, and I estimate the cost at $34,000, inclusive of engineering and superintendence. These works would be the means of materially relieving the inundations over the area examined, a considerable part of which is cleared, or bordering on the clearings of the inhabitants, and therefore the benefits derivable from the unwatering of these lands would be immediately felt throughout the district.

I have the honour to be, Sir,
Your obedient servant,
THOS. N. MOLESWORTH.

REPORT

ON THE

ASYLUM FOR THE INSANE,

LONDON.

Honorable A. McKellar,
Commissioner of Public Works,
Toronto.

Sir,—In compliance with your instructions conveyed to me at London, and by D. B. Chisholm, Esq., mayor of the city, I have examined and surveyed the service drains and main sewer at the London Lunatic Asylum, and now have the honour to report:

The house or service drains are composed of vitrified tile pipe, with socket joints, varying from six to fifteen inches diameter.

The main sewer of nine-inch brick-work, I found at the discharge to be of elliptical cross section, diameters twenty-two and twenty-six inches.

The materials used in all the drains inspected by me, are good and sound.

The principal drain under the hall of the central portion of the building, nine inches in diameter, intended to drain one or more water closets and other pipes of less diameters, I found choked up with sewage and water standing in the trenches, these drains are laid very near the surface of the ground, (there being no basement in the building) they are not covered with earth, and the effluvium arising therefrom, through the floor, was quite offensive.

In the west yard a six-inch tile, which was intended to drain the water closets of the west wing, was stopped with soil, rags, &c. This drain had lately been stripped and I observed that the average depth of earth covering did not exceed two feet six inches, not sufficient to protect the drain from frost.

It must therefore have been frozen solid during the past winter. I also observed it had not sufficient fall, as water lay in the trench a considerable length.

There being no complaints of the drains in or near the easterly wing, I did not have them uncovered for inspection, believing that on account of their proximity to the main sewer, they are not defective.

There is a good drain from the Governor's residence which runs westerly with a heavy fall into which the sewage of the central portion of the building, and west wing might be discharged at little expense, but the water of a creek which enters the city would thereby be rendered unfit for sanitary purposes. I was informed that proprietors in this direction would certainly object. I concluded, therefore, that the entire building should be drained in a south easterly direction as at present, into the creek which runs through Mr. Whetter's farm. With that view I made survey, and took a line of levels over a portion of the site of the present sewer, from the creek to the centre of the westerly yard, testing the depth of the present main at every man-hole, or other entrance on the way to its upper termination at or near to the easterly wing of the Asylum: all of which I have shewn on the section (No. 1.) submitted herewith.

I feel satisfied that the main sewer has been constructed too near the surface of the ground, to effectually drain every part of the Asylum. The upper termination being only seven feet and six inches in depth where it enters the east yard, and as the inclination of the west yard is towards the west, I believe it is not practicable to carry sewage in the ordinary way to the main, such a distance, with so little fall.

I have therefore no hesitation in expressing my opinion that a new main sewer, parallel and near to the site of the present one is necessary, in view of thorough drainage of every part of the premises, believing as I do that such is indispensably necessary.

The distance from the centre of the west yard to where the box drain enters the creek in Mr. Whetter's farm, is two thousand five hundred and eight feet, and the natural fall between these points, twenty-one and $\frac{42}{100}$ feet. I recommend the construction of a new main sewer with one grade, from a point nine feet below the centre of the west yard, to near the lower end of the present sewer, south of the garden, at the easterly fence of the farm, and that the present box drain through Mr. Whetter's farm be set lower, in continuation of the same grade as shewn on section No. 1.

This will give a fall over the whole length of twelve $\frac{42}{100}$ feet, which I consider sufficient if the work is properly executed.

The sewer to be "egg shape section," of nine-inch brickwork laid in hydraulic mortar, of the dimensions shewn on section No. 2, which would be sufficiently large to admit a man for repairs or removal of obstructions.

The depth of the proposed main across the rear yards would give a "raking fall" to the house drains, which should be separately levelled and relaid with cemented joints.

The earth covering would be such a depth as to secure the whole from frost.

The objections which might be urged to my recommendations are:

1st. The expense. In reply to which I would say, that effectual drainage of such an institution should hardly be measured by dollars and cents, where the health of so many inmates is at stake.

2nd. That such deep drainage might cut off the water from the wells. If so, I should say better dig new wells north of the proposed main sewer, than have the water contaminated by defective drainage, as it is said to be at present.

3rd. That the fall in the new sewer, as proposed, would not be sufficient. To this I would say, that some of our best city sewers, constructed here fourteen years since at about a similar grade, have worked well, and are now in perfect condition.

SEWAGE.

Should it be decided to utilize the sewage, as manure, it might be intercepted at any convenient point, along the line of main, from which it could be elevated to a higher level by a pump well-known in public works as "the fan pump," which has the great advantage of never clogging up; from this higher level the sewage could be conveyed by its own gravitation, through wooden pipes, any desired distance. These pipes are manufactured here, in eight feet lengths, smooth bore, with neatly fitting socket, on "flute joints." They can be easily put together, taken apart, or removed.

It would take a ten-horse-power engine to perform this duty. The portable engine would perhaps, be the most convenient form, as it might be employed at other work during the winter.

Your knowledge of the Asylum and surroundings will, I trust, enable you to follow this report without the aid of a map or plan.

I have the honour to be,
Sir,
Your very obedient servant,
WM. HASKINS,
City Engineer.

Hamilton, 29th April, 1872.

ESTIMATES.

Excavation and filling in sewer trench, 3,767 c. yds., at 21 cents	$791 07
Brick in sewer and manholes, 263,000, at $12 per m., laid in hydraulic mortar	3156 00
Relaying 594 lineal feet of wooden box drain, at 25 cents	148 50
	$4095 57

SEWAGE.

Ten-horse-power portable engine and pump	$850 00
Tanks, pine	200 00
2,500 lengths of Wooden Pipe, at 8 cents	200 00
Trestles, &c., say	75 00
	$1325 00

WM. HASKINS,
C. E.

REPORT.

ON THE

ASYLUM FOR THE INSANE,

LONDON.

The Honourable A. McKellar,
Commissioner of Public Works, Ontario,
Toronto.

Sir.—According to the instructions contained in your letter to us of the 17th of May last, we examined the Insane Asylum recently erected at London, Ontario, and we beg to report as follows:—

1st.—Drainage:—

The drains in North Yard which receive the greater portion of the sewage of the building, we found to have neither sufficient capacity or fall to do their work efficiently and they are so near the surface of the ground as to be liable to be frozen up in the winter and at other seasons of the year to be crushed by the weight of loaded vehicles passing over them. We were informed, however, that the yard had not been filled in to its proper level, and that when that was done the drains would be effectually protected from the two last mentioned troubles.

But the want of sufficient capacity and fall still remains, and unless speedily remedied, may entail the most serious consequences. The first evil would be the stoppage of the flow of the sewage away from the building, by reason of any slight obstruction in the pipes, and the next would arise from the proximity of the drains to the water tanks, which supply the whole of the water to the building, both for sanitary and culinary purposes, These tanks, we understand, are filled by the natural filtration of the soil. The ground about the building is of an open porous nature, and it follows that in case of any stoppage of the drain pipes, the sewage would escape into the ground, and very soon the water supply of the building would become thoroughly polluted. We were informed that this had actually occurred during the last winter.

Having carefully examined the report of William Haskins, Esq., City Engineer of Hamilton, on the question of the drainage of the building, we fully concur in his views.

2nd.—The Foundation Walls:

We found no particular reason to question their stability from the way in which the walls of the superstructure are now standing. With the exception of one or two cracks in the brick partition walls, near the main entrance, the walls are generally sound and their stability unimpaired.

3rd.—Brick and Cut-stone Work:—

The brickwork is generally sound, but the face bricks have neither been selected or laid with the care demanded by the specification, and the mortar has been made up with dark sand which further detracts from the appearance of the work. The outer walls have not been beam filled, that is to say, built up close to roof boarding, as specified. The brick floors of boiler houses have been improperly laid, and now require re-laying.

The cut-stone work we found poorly cut and chipped, some of it, too, was broken, owing to careless handling, and want of proper protection during the progress of the work. The stone flagging of kitchen and laundry floors having been laid on new made ground, has sunk in various places and is now quite uneven.

4TH.—PLASTERING:—

This portion of the work we found generally bad, very deficient in hair, and the sand too fine. Much of the work also, only two coat work instead of three, as called for in specification. Owing to the above causes, the ceilings in the corridors and in some of the wards have fallen down in large patches.

5TH.—CARPENTERS' WORK:—

In this department there are several items not as called for in specification, viz: The flooring of corridors is much wider than specified and of a very poor quality. The grounds for casings and skirtings are not on. The wood-work of cupolas we found much shrunken, causing leakage through roof, and some of the cantilevers under cornice were quite loose, and swaying with the wind.

6TH.—SLATING AND GALVANIZED IRONWORK:—

We observed the slates loose in many places, having been insufficiently nailed. The galvanized iron was also loose in many places, and in some entirely gone. The patent ventilators were in several instances blown over and entirely useless. Some of the rain-water conductor pipes, we observed, barely entered the tile drains, although specified to go down six inches into them.

7TH.—PAINTING:—

This portion of the work is inferior and thin, and some of the galvanized iron pipes outside are entirely untouched.

8TH.—VENTILATING AND HEATING:—

In these two most important particulars we consider the means altogether inadequate to the requirements of a building of the size of this, and devoted to such a purpose.

In the matter of ventilation we consider that the present flues are not of sufficient capacity, and altogether too remote from some of the most important parts of the building, to do the work for which they were intended. The kitchen and wash rooom have no provision for removing the smoke and steam arising from the large amount of cooking and washing done in them.

As regards the question of heating in the portions of building devoted to the patients, we find the only provision is in the shape of steam coils in the corridors of quite insufficient power to heat them and no provision made for carrying the heat into the different departments. The system of introducing the cold air directly through the walls at ends of corridors on to the small steam coils is very liable to cause them to freeze in winter.

9TH.—ENCLOSING WALLS OF YARD:—

The south wall of west airing yard we found partially thrown down by the action of the frost last winter. The foundations of it were laid in soft spongy ground in quite a hollow with the water draining in from both sides. The brick wall above foundation was built hollow without proper bond and readily yielded to the action of the frost.

With regard to the foregoing objections we beg to submit the following suggestions in their consecutive order:—

1st.—Drainage :—

We would suggest the removal of the drain running across centre yard to a greater distance from the cisterns under engine houses—if such cisterns continue to be the water reservoirs of the building—in the position indicated in accompanying plan by blue lines. The drain crossing yard should not be less than 9 inches in diameter from the point where it leaves the N.W. wing, and should not be less than 3 feet below the surface of the ground at that point. It should be carried from that point to creek at a uniform fall according to the sectional drawing furnished by Mr. Haskins.

The new connections with drain to be thoroughly trapped and also connected with the new ventilation shafts hereinafter described.

The cisterns require thorough cleaning, and the position of the steam pumps over them changed in order to prevent the lubricating oil from them dropping into the water and rendering it impure.

3rd.—Brick and Cut-stone Work :—

This should be closely built up to under side of roof boarding in order to render the building as warm as possible.

The stone flagging of kitchen and laundry should be taken up and relaid.

4th.—Plastering :—

We would suggest taking down the whole of the ceilings wherever they have begun to fall, and after thoroughly cleaning out the keys have the whole replastered in best three-coat work. Before replastering in the corridor the joists ought to be firred on the under side and relathed so as to diminish the vibration caused by the lightness of the joists. This in our opinion has had something to do with the falling of the plaster as we observed some of the patients jumping with all their weight on the floors.

5th.—Carpenters' Work :—

The floors of the corridors ought to be laid with ash or other wood not more than 4 inches wide and well oiled. The doors of all portions frequented by refractory patients should be made of double sheeting crossed and well nailed. The woodwork of cupolas and the cantilevers under cornice wants thorough overhauling.

6th and 7th.—Slater, Galvanized Iron and Painters' Work :—

This work wants careful overhauling throughout and painted where required.

8th.—Ventilation and Heating :—

We deem it essentially necessary that several capacious chimney shafts should be built at the points indicated on ground plan, connected by means of lateral shafts with every ward, corridor and closet in the building, affording a thorough change of air continuously both in winter and summer. The exhaust in these shafts to be sustained either by artificial heat in the flue or by means of fans worked by machinery connected with the steam engines.

The heating we would propose to improve by placing powerful coils at the ends of corridors in the position occupied by present ones, and the outside air brought in in such a way as to secure its thorough warming before passing into corriders. The wards and cells could be comfortably heated by placing registers over the doors near the ceiling, which, acting in connection with the ventilation exhaust, would keep a constant current of warm fresh air passing through the different apartments.

We would also suggest the covering over of hot water cistern in roof, and carrying the steam from same into air shaft.

9TH.—ENCLOSING WALL OF WEST YARD :—

With regard to this we would suggest the thorough drainage of foundations, and rebuilding walls of a greater strength than before.

We have the honour to be,
Sir,
Your obedient servants.

HENRY LANGLEY,
Architect, Toronto.

JAS. ANDERSON,
Architect, Detroit, Mich.

Addenda to Langley & Anderson's report on London Lunatic Asylum.

TORONTO, January 9th, 1873.

No. 3.

On 1st paragraph.

Mr. Tully informs us that below the earth filling, which was necessary to make up the levels of yards, terraces &c., the ground under and about the building is of a close non-porous nature, and that the water tanks are not filled by the natural filtration of the soil, but by the rain water from the roofs, conveyed in glazed earthenware pipes. The drains across yard, however, we found laid in this loose sand filling, and subject in case of stoppage to overflow into the well.

On 3rd paragraph.

Mr. Tulley informs us that the stone flagging of kitchen and laundry floors is laid on dwarf walls, nevertheless, the condition of floors is as described in report ; also that the grounds throughout the whole building are on as specified.

(Signed) H. LANGLEY.

No. 4.

May 2nd, 1872.

SIR,—I have the honour to report that on recent examination of the tile drains from the water closet and sinks under the centre building of the Asylum for the insane, London, they were found to be choked owing to a deficiency of fall under the building, the main drain however affording sufficient fall if the tile drains had been properly laid. In order to remedy this defect, I have procured an estimate from Messrs E. & J. Rogers, London, for the construction of iron soil pipe 6 inches in diameter, with branches 4 inches in diameter, to extend 3 feet outside the main wall of the centre building, and to be built on brick piers as close to the joists at the south end as possible, and making good the connection with the tile drain, discharging into the main drain as per annexed tender, for the sum of $210, under the superintendence of Mr. Robinson, who has charge of the works at the Idiot Asylum. As I consider the amount fair and reasonable, and it is of great consequence to have the repairs made with as little delay as possible, the tender according to your instructions was accepted, and Messrs Rogers & Co. were directed by telegram to commence the repairs immediately.

Complaints having been made by the Inspector of Asylums &c., that the ventilation was imperfect, I examined the large chimneys under the floors and found that the large openings provided on the plans for exhausting the foul air under the floors had been closed, and I am assured by the letter of the former clerk of works, hereto annexed, that openings were left as shewn on the plans. According to your instructions, Mr. Robinson has been requested to have the openings made as per plan, and to connect the ventilating pipes from the water closets directly with the iron smoke flue ; when these improvements are made, I feel confident that the ventiltaion of the building will be as satisfactory as formerly reported by the Inspector of Asylums.

According to your instructions I have also requested Mr. Robinson to procure tenders from at least two persons for the rebuilding of the west airing yard front wall, which was thrown down by the frost getting under the foundations, owing to the drains not being cleared of snow and ice, and the consequent lodgment of water in the trenches, the marks of the height of the water being still visible on the portion of the standing walls. To prevent any further damage from frost I would recommend that the foundation should be sunk 5 feet instead of 4 feet and the earth banked up against the remaining portion of the front wall.

I have honour to remain,
Your obedient servant,
(Signed) KIVAS TULLY.
A. & E.

Hon. A. McKellar.
Commissioner of Public Works, Ontario.

No 5.

May 21st, 1872.

SIR,—I have the honour to report that the openings have been made in the large chimneys of the Asylum for the Insane, London, in accordance with your approval of the recommendation in my report of the 2nd instant, and Mr. Robinson reports, that "when the openings were made under the floor the draught increased sufficiently in the direction of the chimneys as to blow out the lamp;" he also states, "I have been under the floor with Cope and found the ventilation excellent, could not detect the presence of any impure air. " In my report of the 2nd of this month, I stated that I found, on examination, that "the large openings provided on the plan for exhausting the foul air under the floors had been closed," and that "the former clerk of works had informed me that openings had been left as shown on the plan." As I felt that this information was to be relied on, though stated to be incorrect by the medical superintendant and engineer, I made inquiries of the bricklayer, employed by Messrs. Waterous & Co., last summer, to insert the sheet-iron smoke-pipe into the chimneys, whether he had closed the openings, and his answer is annexed hereto —which proves the clerk of works' statement to be correct. Before Mr. Clifford wrote the letter I told him he might be required to make an affidavit as to what he stated, and he replied that he was willing to do so at any time. His statement is not very clear respecting the openings to two chimneys, but he assured me, personally, that there were openings in each large chimney, out of which broken tile were carried, and that he closed both, by Mr. Cope's (the engineer's) orders, and it will be observed that the first portion of the letter states "boilers and chimneys."

The closing of these openings will account for the defective ventilation complained of recently by the Inspector of Asylums, and also for the great change which occurred after the report of the inspector, on the 28th of January, 1871, where it stated that. "If the absence of offensive smells and odours can be accepted as a proof of efficiency in the system of ventilation, the plan adopted in the London Asylum must be pronounced as perfect as it is possible to have this important part of asylum construction." "When the control of the repairs of asylums was transferred to the Inspector of Asylums and Prisons, with the approval of your predecessor in office, it was expressly provided, "that in cases of alteration of the construction of the buildings, or in the drainage, heating, *ventilation* or water supply, reference should be made to the Department." That alterations in construction have been made, can be fully proved, by affidavit, if necessary, and that the closing of the openings has had an injurious effect in the ventilation of the building, and the health of the inmates is also evident, and to prevent a repetition of any interference for the future, I have the honour to recommend, in the case of the Asylum for the Insane, London, as intimated in my report to the Commissioner and approved by him, in August last, that the control of repairs should be resumed by the Department, or the alternative, that a quarterly inspection of the building should be made by a responsible officer connected with this Department, to ascertain that no alteration has been made in the construction of the building, or in the drainage, heating, ventilation or water supply, without the sanction of

Commissioner, also, whether the repairs, which are constantly required, in such an institution, had been systematically and properly made by competent persons. Unless either the one or the other of these recommendations is approved, there can be no guarantee that alterations may not be made, as in the present instance, without notification, and the effect attributed to defective ventilation.

I have the honour to remain,
Your obedient servant.
KIVAS TULLY.
A. & E.

Hon. A. McKellar,
Commissioner Public Works, Ontario.

(Copy.)

BRANTFORD, May 16th, 1872.

Mr. TULLY.

DEAR SIR,—In regard to the brickwork done by us, for Mr. Waterous, on the boilers and chimneys, at the London Lunatic Asylum, I would state that we found the large hole mentioned by you, which we were informed was for the purpose of giving ventilation to the building. Through this hole we carried out the broken tile which was knocked down to the bottom of the chimney.

While in the boiler-room with Dr. Landor and Mr. Cope, after we had completed the work and were preparing to leave, Mr. Cope asked me if I would go in to the back of the chimney and close the large hole in a temporary manner, as he was afraid it would affect the draught of the boilers, this I did by building up a four inch wall.

I am, dear Sir,
Yours truly,
(Signed) JOHN B. CLIFFORD.

Kivas Tully, Esq.
Toronto.

No. 6.

COBOURG, May 25th, 1872.

KIVAS TULLY, Esquire,
C. E., P. W. Department.

DEAR SIR,—During my visit to London to heat the Idiot Asylum, I examined (at your request) the ventilation of the Asylum for the Insane. I went under the basement to the mouth of the exhaust shaft, and found so strong a current that I had to protect the lamp from being blown out. So far as I could judge the ventilation was without fault. I never saw a better ventilated public building without the aid of a fan. In the corridors the air was perfectly fresh, and no disagreeable odour could be detected. Your plan of heating the exhaust shaft could not have been improved, and I strongly recommend it both for public buildings and schools.

All that is now required to make the ventilation perfect is to put more powerful coils of steam-pipe on the corridors opposite the registers, and case them in with galvanized iron, so as to compel the cold air to enter at the bottom of the coils and come out properly warmed at the top.

For hot and close weather in summer a fan should be attached to the engine, and a twenty-four inch gal. iron pipe laid under the corridors, with lock registers along the base boards of the halls to let the air out. The transoms or registers over the doors of the different rooms will cause a thorough circulation all over the building. The fans could be so set as also to act as a powerful artificial exhaust when required; but your shafts are so large and well planned that this would scarcely be required.

The alterations which I suggest would cost about—

For engine..	$500
Gal. iron pipe..	750
Fan..	250

Say fifty lock registers	500
Increased coils	500
Workmen	500
	$3,000

I enclose rough tracing shewing O registers, and indicating line of gal. iron pipe.

Yours respectfully,
(Signed) H. J. RUTTAN.

Steam coils might be placed in the gal. iron pipe, and the air driven by the fan, heated in winter; this would greatly lessen the expense for fuel.

No. 7.

TORONTO, January 9th, 1873.

Hon. A. McKELLAR,
Commissioner of Public Works,
Ontario.

SIR,—I estimate the cost of carrying out the various improvements in the heating, ventilation, general repairs and drainage of the London Lunatic Asylum, as mentioned in the report of Mr. Anderson and myself, at the sum of seven thousand dollars ($7,000). This is irrespective of the yard wall already rebuilt, and the new main sewer recommended by Mr. Haskins.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) HENRY LANGLEY.

No. 8.

TORONTO, January 24th, 1873.

SIR,—I have the honour to report in reference to the communication of the Inspector of Asylums, &c., with report from the medical superintendent respecting sundry alterations to the soil and waste pipes in the female wards, that the enlargement of the soil pipes from the water closets from 4 in. to 6 in. to 9 in. and 10 in. would tend to increase instead of lessening the stoppages complained of, which are principally caused by brushes, shoes and articles of clothing thrown in by the patients, and the larger pipes would afford greater facility for the reception of such articles, which would collect in the traps or drains and choke them.

The waste pipes from the cisterns are only available when the ball cocks attached to the water supply pipes are out of order, to prevent the cisterns from overflowing and injuring the ceilings, therefore if the ball cocks are kept in order there can be no waste of water, and there would be no necessity for connecting the waste pipes with the outside water tanks. The water pipes are always connected with the soil pipes to assist in keeping them clear in case of an overflow from the cisterns; the goose-neck traps will prevent any steam rising in the waste pipes, but they should be ventilated to prevent the water from being drawn out of the traps.

Before any changes are made which would involve more than ordinary expenditure, and in order, if possible, to set at rest the continual complaints respecting the arrangements of the water closets, I would recommend that Mr. John Ritchie, a practical plumber of this city, should be authorized to examine and report on the matter, and to state the expense, if any, of making such changes as he may consider to be necessary.

I have the honour to remain,
Your obedient servant,
(Signed) KIVAS TULLY.
A. & E.

Hon. A. McKellar,
Commissioner Public Works,
Ontario.

TORONTO, January 21st, 1873.

SIR,—I have the honour to forward herewith a report from the Medical Superintendent of the Asylum for the Insane at London, relating the probable sources of low fever in that institution.

I beg to recommend that the closet pipes in the female wards be enlarged to the size he mentions, as at present they seem inadequate.

Regarding the condensation of vapour on the water tanks, I am of opinion that the goosenecks will not prove a remedy, although they may to some extent suffice. I should therefore recommend that the waste pipes be conducted into the water tanks at once. As this matter must seriously affect the health of that institution, I would respectfully recommend immediate action.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) J. W. LANGMUIR.
Inspector.

The Hon. A. McKellar.
Commissioner Public Works,
&c. &c.

LONDON ASYLUM, January 17th, 1873.

J. W. LANGMUIR, ESQ.,

DEAR SIR,—When you were here you heard the engineer complain of the constant recurrence of stoppages in the closet pipes in the female wards, and the overflow of sewage under the floors. You told me to do anything that was necessary to remedy the evil which had caused low fever amongst the patients and attendants. On its last recurrence, I sent for Mr. Christie and directed him to make a straight drain from the closets into the main sewer in the female yard, and to put in either 12-inch tile or 12-inch oval brick. This is done, and instead of two or three angles, and six inch pipes *under the building*, there is a straight drain with a fall of eight inches in ten feet, and capacity to take anything down. But it will be imperfect until the iron pipes from the closets within the building are changed from 4 & 6 inches diameter to 9 & 10, as they ought to be. The account, which is costly, will be sent to you.

Another source of fever I have just discovered on inspecting the tanks in the frost, I found that steam came up the waste water pipes to take off the overflow of the water tanks in the attics of the main building and the wings. Why steam came was, I found, because the waste pipes discharged themselves into the water closet pipes of the second story, and whenever warm water from bathing or from the closets went down the discharge pipes, the steam ascended to the large water tanks, and condensed on the water which is sent to all the building for drinking purposes. The odour from the steam was excessive. I need not tell you the probable results of condensing the sewage odour and exhalations on drinking water. When no steam ascends, the unseen vapour of the sewer must ascend and condense on the water.

A goose neck on the waste water pipe would possibly prevent this, and I am going to have them put on all the waste pipes that enter sewage pipes. But no waste pipes from water tanks ought ever to have their discharge into sewers, but into their own separate system, into the tanks in the yard, where the water would be saved for use.

I have instructed the engineer to go round the whole building and remark where any similar errors exist, and also to make any suggestions for improvements that may be useful when the place is set in order.

I remain, &c.,
(Signed). H. LANDOR.
Superintendent.

FEBRUARY 7th, 1873.

SIR,—I have the honour to enclose a copy of a letter addressed to Mr. Ritchie plumber, Toronto, according to your instructions, requesting him to make an examination of the water closets, &c., at the Lunatic Asylum, London.

I furnished him with a copy of the correspondence, including the report of the medical superintendent, to enable him to report fully on the matter, and I have the honour to transmit his report and recommendations.

I regret to learn that the ventilating pipes from the water closets to the large chimneys do not work satisfactorily, as they did answer the purpose well at first, and the principle was successfully tested in other Institutions. As a particular instance I may mention the Institution at Orillia lately occupied as a Lunatic Asylum, where a similar arrangement was carried out under my directions, and was found to answer well for several years, and until the building was discontinued as a Lunatic Asylum. Unless the ventilating pipes have become choked, or the connections with the smoke pipes of the large chimneys have been cut off, I cannot otherwise account for the inefficiency, and I have no means of determining the question, as the repairs of this, as well as other buildings, have been transferred to the control of the Inspector of Asylums, &c. I may state that on one occasion, on making enquiry as to the condition of the ventilating pipes, the engineer informed me that one of them on the east side had been choked, but had been repaired, and the Inspector of Asylums, &c., in a report dated January 28th, 1871, stated :

"At only one place was a defect observable, which, on examination, was traced to the cemented joints of one of the water closet ventilating pipes having become loose, which partially destroyed the downward draft."

Possibly other joints may have become loose, and the report of the medical superintendent does not state whether they were examined or not. In the latter part of the report it is stated : "I have instructed the engineer to go round the whole building and remark where any similar errors exist, and also to make any suggestions for improvements that may be useful when the place is set in order." When the engineer makes his report, which I presume will be forwarded to the Department, the state of repair or failure of the ventilating pipes may probably be noted, when the errors are properly recorded.

It certainly does appear strange than an Institution which was pronounced complete in a structural and domestic point of view, in official reports in 1870 and 1871, cannot be kept in repair and proper condition.

The only remedy that I can suggest is, that the recommendation in my report of the 21st of May should be carried out, viz : either that "the control of the repairs should be resumed by the Department, or the alternative, that a quarterly inspection should be made by a responsible officer connected with this Department, to ascertain whether the repairs which are constantly required in such an Institution, had been systematically and properly made by competent persons."

With respect to Mr. Ritchie's report, for the ventilation of the water closets, it appears quite practicable at a moderate cost. If approved, he states he will undertake to perform the works as suggested at once.

I would call your attention to that part of his report which states, "I am of opinion that the upright soil pipes and branches are of sufficient capacity ;" consequently the changes in the sizes of the soil pipe and branches will not be required, and a considerable, and what in my own opinion would be a useless, expense will be avoided.

If proper care is taken to flush the closets constantly with water, and to prevent the patients from throwing in brushes, shoes, and articles of clothing, the traps and drains will not be choked, and a good deal of trouble, and often expense will be saved. As I mentioned in my former report, the larger pipes would afford greater facility for the reception of brushes, &c., and the evil which was to be met in similar Institutions, where the pipes are of the same capacity, would only be aggravated.

I feel satisfied in this instance, that I am supported in my opinion by a practical plumber of sufficient experience to justify its correctness, notwithstanding the supposed imperfections as reported by the medical superintendent.

I have the honour to remain,
Your obedient servant,

Kivas Tully,
Architect & Engineer.

Honourable A. McKellar,
Commissioner of Public Works, Ontario.

TORONTO, February 6th, 1873.

SIR,—Yours of January 25th was duly received, and in compliance with your instructions I went to London, and thoroughly examined the soil pipes and ventilation of the Asylum for the Insane.

I am of opinion that the trapping of the waste pipes of cisterns will effectually prevent the condensation of vapour in the water tanks; this has been partly done, but not sufficiently.

I am of the opinion that the upright soil pipes and branches are of sufficient capacity.

I would suggest for the proper remedy that a six-inch galvanized iron pipe be attached to the top of each stack of soil pipes ; and carried to the roof with cap or swan neck, and that a galvanized iron pipe 6 inches in diameter be run from the trap on ground floor straight up to the roof with caps or swan neck. That a steam pipe be introduced into this upright pipe to assist the draft (for winter use) and also a gas jet (for summer use).

The probable cost of these alterations will be seven hundred and fifty dollars.

To have the revolving roof ventilators, instead of caps or swan necks would make it more complete, and could be attached at the extra expense of one hundred dollars. I will undertake to perform the works as suggested immediately.

I have the honour to remain,
Your obedient servant,
(Signed.) JOHN RITCHIE.

To the Hon. A. McKellar,
Commissioner of Public Works.
Ontario.

DEPARTMENT OF PUBLIC WORKS, ONTARIO.

January 28th, 1873.

SIR,—I am directed by the Hon. the Commissioner of Public Works, to request your opinion on the original plan of the drainage at the London Lunatic Asylum, as designed and afterwards constructed : the plan as proposed by Messr. Langley and Anderson, and the plan recommended by Mr. Haskins, City Engineer of Hamilton.

The original plans of the drainage also the plans and reports of Messrs. Langley, Anderson, and Haskins shewing the position of the building, map of the site and levels of the ground will be furnished to you, to enable you to form and opinion, as to the best method to be adopted, in case of stoppage at any future period, and to ensure efficiency in every respect.

I remain,
Your obedient servant,
(Signed.) KIVAS TULLY
A. & E.

Chas. W. Johnson, Esq.,
City Engineer,
Toronto.

REPORT

ON THE

DRAINAGE WORKS,

AS CONSTRUCTED AT THE

ASYLUM FOR THE INSANE,

LONDON.

To the Honourable A. McKellar, Commissioner of Public Works, Toronto.

6th February, 1873.

SIR,—Having been honoured by your request conveyed through Kivas Tully, Esq., Engineer in Chief, to give you my opinion on the original plan of the drainage of the above named Asylum as constructed, also on the plans proposed by Messrs. Langley and Anderson with that of Mr. Haskins respectively, I beg to submit the following report thereon.

I may promise by saying that my instructions did not warrant my visiting the spot as it was thought undesirable to incur that expense and that I might possibly obtain sufficient information from authorized sources here which together with the various plans and reports already submitted as would enable me to express my opinion upon the whole question as would be fully comprehensible.

I have examined the plans referred to upon which are delineated the course. size and character of the existing drains respecting which I will speak in their order of construction ; commencing at the outlet at the eastern end of the estate, where it discharges into a creek, the main drain extending a distance of some 1,500 feet is, according to the specification, a circular drain of 9-inch work; at this point the plan shews a depth of 19 feet below the base of the main building ; the drain rises at the rate of 1 foot in 120, which is a good grade, and I glean from published reports that it is in good working order ; from point A. on original plan the drain reduces in size to 15 inches in diameter. This extends a distance of about 300 feet, when it again diminishes to 12 inches in diameter and continues a further distance of about 150 feet to the Western Yard. I am informed that up to this point the fall of the drain is 1 foot in 120. Such being the case I consider that this drain should effectually do all the work required. If the pipes and other materials are perfectly sound and well laid to such a fall it ought not to fail.

CONNECTIONS OR BRANCH DRAINS.

The principal connecting drains to the main drain last mentioned are shewn on plan to be 9-inch ; quite adequate in size to the requirements. These are reported to be in satisfactory working order. I take it for granted that the inlets are properly trapped at the junctions with the main drain, if not it would be desirable that such should be done and shackle flaps fixed on the mouth of all junctions pipes as a further precaution against the rush of foul gasses up the side drains: suitable manholes should also be built at these points sufficiently large to enable a man to descend for purpose of inspecting the drains or if necessary to remove therefrom any obstruction that might prossibly be occasioned.

It is of the highest importance to exclude as completely as possible all sewer gasses from houses and buildings; and the better to secure this result' if in case such traps are not already fixed, it would be well to fix one on each of the branch drains in the least objectionable position where easy of access and effectually protected from the frost. I have found such additional precautions, to answer most satisfactorily but the strictest suveillance should be exercised to see that these works are done in the best manner where so much depends. I observe that the overflow pipes from the larger cisterns at rear of the buildings connect *direct into the main drain*: this is objectionable if possible to avoid it, as it requires the greatest precaution at all times to prevent the pollution of the water in the cistern by the ingress of foul sewer-gas which so frequently occurs from this source, but I am informed that these are now cut off.

Of that portion of branch drain running under the central hall of main building and which has, I believe, been the subject of serious complaints, I need not further refer to as I am informed that it has been taken up and an iron pipe substituted which works satisfactorily I need not further comment upon the system of drainage existing on the eastern portion of the site, I consider the capacity and inclination quite ample for the work required; assuming that the pipes both of the main and branch drains are of the best approved kind, properly laid and protected and that the other materials and workmanship in both classes of drain are in accordance with the specification which I have seen.

DRAINAGE AT REAR OF WESTERN PORTION OF THE BUILDING.

The main drain carrying off the drainage of the greater portion of this side of the building is of 9-inch pipes in extension of the main drain referred to in the 1st section of this report; from the termination of this latter th 9 inch pipes extend westward about 220 feet. I am informed that it is very shallow, not ore than from 2 to 3 feet below the surface. The reason given for this is the lowness of the ground at this spot; the total fall on the whole length is, I am informed only 13 inches or about one foot in 220. This is in my opinion the weakest part the drainage of it should be at least 5 feet below the surface, but as this would seriously reduce the inclination and consequently the cleansing power of the drain, I would suggest the propriety of diverting this portion of the main drain or so much of it as receives the drainage from this portion of the building. There appears to be a drain in existence running from a point shewn on plan to a creek crossing the side road some 700 feet westward, which latter point is shewn to be 24 feet below the base of the main building, thus affording the means of getting an increased fall for the drainage, also an extra depth of ground over the drain as protection. This is an important feature and one worthy of the closest consideration; if carried out it would I believe produce a satisfactory result, besides effect a saving of at least 100 feet of sewer. Should any difficulty be anticipated from a probable pollution of the stream into which this drain would discharge, I would suggest for your further consideration the intercepting of the sewage and passing it through a simple process of upward filtration before reaching the outlet which has been found to answer satisfactorily. By this means the heavier matter would be retained as a deposit in the tank, from which it could be removed periodically by manual labour and utilized on the grounds; this would thereby become a source of profit and the effluent water be perfectly innocuous.

I hope it will not be deemed presumptnous in me to remark on the necessity for taking special precautions to prevent any percolation of sewage, or other foul matter, into the wells or cisterns. I conclude that such measures have been already adopted, but should they by any chance have been omitted, it is essential that such work be executed at the earliest possible moment. I am led to make this remark from having read of a well having been sunk by the superintendent's instructions, in close proximity to some pig styes or stabling. Such a position for a well to supply water for domestic purposes is not a desirable one, but where such is unavoidable, the works should be executed in a special manner to avoid any contamination of the water. It may not be out of place here to remark upon the strong necessity that exists for special care being exercised in the selection of suitable pipes for drainage purposes. Unfortunately there is not the means of procuring so good a pipe, either in material or workmanship here, as could be wished. and it is not desirable for the sake of merely encouraging local trade, to neglect the adoption of pipes of a superior character and quality, which are easily procured from a neighbouring State, as well as from the Old Country. Where so much is depending upon a proper selection being made, I think it may not be considered beyond my instructions if I suggest the necessity of always procuring the first quality of pipe and other materials for drainage purposes. If this principle was more generally observed, many known cases of failure in pipe drains would be avoided.

PLANS SUBMITTED.

In accordance with your instructions, I have examined the plans submitted by Messrs. Langley and Anderson, architects. The plan proposes to abolish the existing main drain, traversing the northern front of the building and substituting therefor two other lines of drain, one extending from the extreme western wing across the yard and drying ground north of the central kitchen, to the brick main drain east of the building. The length of this drain, as shown on plan, is 580 feet. There is a second line of drain starting from the dormitories in the first western wing from the centre of the building. This drain takes an eastward course, passing close to the rear of the centre of building, entering or crossing the eastern wing of building, from whence it receives the drainage from the water closets, baths and wash houses, thence passing along the front of the building and onward, until it connects with the main outlet drain. The length of this drain, as laid down on plans, is about 500 feet, which, with the length of the first named drain, would make 1,070 feet run of drain, not including branch drains. The work proposed to be done could be accomplished by probably half the length and cost. I do not approve of carrying soil drainage under a building where possible to avoid it, which can be done in this case, thereby avoiding what often proves to be a source of discomfort and annoyance, to say nothing of the more serious results that so often arise from such a practice. No information is given as to the nature, size, inclination and depth of these drains. I cannot therefore speak upon these points. On the whole, I must, with all deference, say that I could not recommend the adoption of such a mode of drainage as that shown on plan.

On the report and recommendation submitted by Mr. Haskins, I beg to remark that the drain spoken of by Mr. Haskins is a 6-inch, and having been stopped has been altered to one of 9-inch diameter. This takes off the drainage of the water closets of the west wing and I believe is now working well.

The main point advocated by Mr. Haskins in his report is the construction of a new brick main sewer, 3ft. 6-inch × 2ft. 4-inch of 9-inch work. Extending westward from the eastern fence of the farm east of the Asylum 2500ft. or more, with an inclination of 1 foot in 202, as against the fall of 1 foot in 120 of the existing sewer, and to abandon the existing pipe main drain altogether. By the section of the proposed sewer, he contemplates connecting it with an 18-inch box drain, which extends from this point a further length of 590 feet, when it discharges into the creek. I consider that were it even necessary to construct a new sewer on this line, the one as proposed, as also the mode of connection with the box drain, is objectionable.

It cannot be too strongly impressed upon the minds of all interested that the test of completeness of all and every part of a drainage system is that no matter whatsoever is retained in the sewers or drains, but that all such matter is received in suspension in water, and kept in constant motion until it is discharged at the outlet, the great point to be achieved being the rapidity and completeness of its removal, and the small quantity of water with which the removal is effected ; hence the value of the well-known law that the passage of fluids through sewers or other channels is retarded by the friction between the water and the surface of the channel through which it passes, therefore the greater the surface the greater the friction and consequently obstruction to the flow, hence the necessity of diminishing this friction by proportionately reducing the radius of curvature of invert of sewer. This result would not be attained by constructing such a sewer as that proposed. I have reason to fear that accumulations of deposit would be occasioned, which would scarcely fail to be a source of annoyance, and produce emanations which would be always offensive and possibly injurious.

Where a large district has to be drained with the necessary provision for storm waters, large sewers are necessary, but I consider such to be unsuitable in this place, and it would be well to consider if it would be wise to exchange the present system of main drain, which is represented as working well for one that professes all the elements of deteriorating the sanitary condition of the institution, and risking the health of its occupants.

I would only further remark upon the necessity of employing every available means of concentrating all waste water at certain points for the purpose of periodically flushing the drains. I would urge that this be done systematically; the observance of this rule would prevent the accumulation of much, that if not removed, might seriously affect the general health of the place.

Special precautions should be employed to prevent the intrusion of foreign substances into the drains; such cases can only occur through carelessness or design, and cannot be too severely reprehended. They frequently occur, and are as often attributed to any other than the correct cause.

I have the honour to be,
Sir,
Your most obedient servant,
C. W. JOHNSON,
City Engineer.

No. 11.

SUPPLEMENTARY REPORT ON THE

DRAINAGE WORKS, &c.

LONDON LUNATIC ASYLUM.

TORONTO, February 20th, 1873.

To the Honourable A. McKELLAR,
Commissioner of Public Works,
Ontario.

SIR,—Since submitting my report upon the above matter on the 6th instant, I beg to supplement that report by the following few remarks :—Having been informed that you wished me to confer with H. Langley, Esq., architect, whose report upon the same subject was with others of a like character, referred to me, I accordingly waited upon him, and we together fully discussed the merits of the several points, embraced in my former report.

Our conference resulted in a perfect coincidence of opinion with regard to these points in question. Mr. Langley cordially recognizes the correctness of the principles suggested by me, and also the necessity of carrying them out at as early a date as possible.

On the whole I see no reason to alter my opinion or decision upon the works, as before reported upon. I would respectfully draw attention to the fact, that the adoption of these suggestions would accomplish a more perfect system of drainage, help to develop the resources of the establishment by utilizing the labour, in having a valuable refuse that is now lost—and applying it to fertilize the soil, by which a profit would be derived.

The reconstruction of the western portion of the drainage would result in a permanent benefit, inasmuch as it would have a better fall, and being laid at a deeper level, would thereby be more free from the influenee of frost; and this also would obviate the necessity of incurring any outlay, in altering the eastern main drain.

I respectfully submit for your consideration that the carrying out of these suggestions would materially improve the health and prosperity of the Institution.

I have the honour to remain,
Sir,
Your obedient servant,
C. W. JOHNSON,
City Engineer.
Toronto.

No. 12.

TORONTO, February 20th, 1873.

The Hon. A. McKELLAR,
Commissioner of Public Works,
Ontario.

SIR,—The suggestion contained in Mr. Johnson's report on the drainage of the London Lunatic Asylum would, if carried out, dispose of the difficulty of draining the western wing in a very simple and comparatively inexpensive way. The report of Mr. Haskins containing the proposal to construct an entirely new drain to the eastward, was based on the anticipated objection of the proprietors on the west to allowing the creek on that side to be polluted with the drainage from the asylum. This difficulty Mr. Johnson's plan disposes of; and I feel that I can give it my endorsation.

I have the honour to be,
Sir,
Yours obediently,
(Signed) HENRY LANGLEY.

The following Reports were forwarded recently to the Hon. The Commissioner o Public Works by the Inspector of Asylums, Prisons, &c. :—

No. 13.

TORONTO, Feb. 18th, 1873

SIR.—In obedience to instructions received from you, I proceeded to London on th 11th inst, for the purpose of ascertaining the repairs immediately necessary in the Asylum to insane, and their cost.

As it is not in my province to make any remarks as to the proper fulfilment of the contract, or otherwise; I shall confine myself to suggesting that which, in my opinion, require immediate attention in the interests of the Institution, and without reference to its cause.

As it will be necessary to remedy the radical defects first, I shall classify my recommendations as follows, in the order in which they will require to be undertaken:

1st. Drainage.
2nd. Heating apparatus.
3rd. Water supply.
4th. Ventilation.
5th. General repairs.

1ST. DRAINAGE.

To avoid recapitulation, I beg to recommend that Mr. Haskins' suggestions as to construction of a new main sewer be carried out. I think, however, his estimate for excavation might be considerably reduced by utilizing labour from the asylum. There can be no questioning the necessity for this work, as many of the drains now have no fall whatsoever.

Mr. Haskins' estimate for this work is $4095 57.

Sewage,—With the sewage question I am not prepared to deal, but my opinion is tha as a fertilizer it will never repay the cost of utilization.

HEATING APPARATUS.

Boilers.—One cause of the inefficiency of the steam heating apparatus exists in the small amount of steam space in the boilers in the wing boiler houses. In order to remedy this and to prevent the steam charged with moisture being forced into the pipes, I should recommend that 22-inch *domes* be put on to each boiler. The boilers also require *blow-off cocks.* I also recommend that injectors be attached, drawing the supply from the tanks, thereby saving the otherwise necessary purchase of larger donkey engines, as those at present in use are too small.

As the laundry and dry room are at present insufficiently heated, a *hot air chamber* might be built over the 50 h.p. boiler, with registers in the ironing room, store room and dry room.

Steam fitting.—At present the main supply pipes run under the building and successively through each flat with returns. The partially condensed steam that finds its way to the upper flats is the great cause of loss by freezing. Some 1200 feet have been rendered useless this winter.

To summarize my recommendations which, if necessary, I can furnish in detail, the alterations I should suggest are the following:

1. The immediate connection of each flat with the boilers with separate cut-offs.
2. The use of the condensers and drip-pipes where necessary. This would do away with a

large quantity of piping now in use for returns, save the heat now wasted under the building, and by using small connecting pipes and stop valves at each coil, send the heat into the dormitories and prevent the coils freezing up at night. The coils must also be bolted securely to the walls: at present they are only fastened to 4-inch plugs which have in many cases been drawn out of the walls bringing the plastering with them. The cold air registers opening immediately on to the coils must be closed. I should suggest their being placed *over* instead of under the windows as at present. This is, however, spoken of under the heading of "Ventilation."

Boxing for piping and Coils.—3. Cast-iron lattice boxing should be placed over the coils, and galvanized iron cased with wood over all exposed piping to prevent patients burning themselves or sitting on the coils as they often do at present.

When the work of steam fitting is done there will be a large quantity of piping left, which may be utilized in the heating of the Idiot Asylum or proposed cottage buildings. There are also some condensers &c. which can be used. The value of these must be deducted from the estimated cost of the above changes.

WATER SUPPLY.

Tanks.—I recommend that cast-iron girders be placed under the tanks in the asylum and laundry. In case of fire the fall of these tanks resting on slight wooden framework as they now do, would certainly destroy that part of the building in which they are situated.

Hot Water Tank.—I recommend that a close cylindrical tank replace the open reservoir now in use, the ebullition in which jars the whole floor and makes a constant and most unpleasant noise. In place of the present system of heating the water, I would introduce a steam pipe direct from the boiler. The capacity of the boiler requires to be about five thousand gallons.

The present hot-water tank may be used in extension of the present reservoir system and will compensate for the use of the injectors.

Pumping Engines.—The pumps at present in use are in many ways unsatisfactory. The vertical action necessitates their being placed immediately over the wells, and oil and droppings go into and foul the wells. The jar continually settles the foundations, and causes constant breakages. The breakages cannot be got at without taking the pump to pieces, which entails the removal of the floor and roof of the building. In their stead I would recommend Cameron's Special Light Service pumps which are horizontal action of great power, and the most simple construction.

Water.—I traced a strong vein of water which can be led into the east well, and will in my opinion afford the necessary increase. The leaders from the roof now emptying into the drains and sewer should be led into reservoirs as a provision against fire, and to supplement the water supply if necessary. I therefore recommend the construction of four plank reservoirs at the points indicated on the accompanying plan.

Baths.—The supply pipes should be brought inside the rooms, instead of between the floors and ceilings, where they have been continually frozen and burst.

Overflow pipes.—The overflow pipes from tanks should be led into the reservoirs in the yard, instead of into the soil pipes of W. C., whence effluvia arises, and is condensed on the surface of the water. As this water is used for drinking and culinary purposes, this is most objectionable.

VENTILATION.

I am not prepared to suggest the adoption of any scheme at present. When the windows can be opened, and ventilators opened over the windows, (the present ventilators under the windows, opening directly on to the steam coils, have been closed up to prevent the coils freezing) the ventilating shafts now out of order restored, a fair test of the present ventilation can be made. By opening ventilators in the clothes shafts, and altering the soil pipes I am of opinion that it may be improved, but cannot say whether these will prove more than expedients.

Water Closets and Urinals.—These open at present directly on to the corridors, doubly objectionable as regards both smell and privacy. I recommend that projections be built, which can be done at the points indicated, without materially injuring the symmetry of the building. Failing this. I will furnish details of a plan by which the soil pipes can be altered and a ventilating pipe inserted at a trifling expense. This must, however, be regarded as an expedient,; for a radical improvement, the water-closets and urinals must be built in projection, with complete drainage and ventilation.

General Repairs.

Floors.—The floors of corridors, dining and sitting-rooms, bath-rooms, etc., require to be immediately relaid, or laid over, with hardwood flooring, tongued and grooved and oiled. The dormitories and other rooms can, for the time, be left. The stone floors in kitchen and laundry require re-laying, also in the boiler house and W. C. on ground floor. The north-west corner of the floor in recreation hall has settled about three inches. As there are sometimes 300 persons assembled in this room dancing, etc., I recommend that it shall be at once ascertained what is the cause of this settlement.

Bases.—The shrinkage will not be seen when the floors are overlaid, and they can then be tightly jointed.

Doors.—In the refractory wards these require to be overlaid with $\frac{5}{8}$ diagonal bracing. The panels now are held by $\frac{1}{2}$ inch grooves, and can be easily kicked out

Door Frames and Casings.—Nearly all the door frames are loose at bottom, owing to insufficient blocking in the brick-work. They all require to be attended to. The new floorin will enable the carpenters to fasten the casings securely at the bottom.

Windows, Frames, Casings and Sashes.—The ratchet attachment for opening the windows prevents the possibility of tight joints, and snow and rain find their way in. If the lower sash were made a fixture, and the upper one hinged at top, opening from the centre on a keyed screw, I think that sufficient air could be obtained for ventilation, and the frames could be rendered weather-tight. As they are at present, this cannot be done.

Plastering.—I found 885 square yards of plastering down or loose. I attribute the fall of plastering in great measure to badly mixed plaster, insufficient keying and the vibration caused by weak joists. This is most perceptible in the corridors. I recommend, therefore, that the plaster be torn down in corridors, the joists bridged or strengthened by firring, and relaid in good three-coat work. The vibrations will be decreased by the additional flooring. In the laundry galvanized iron aprons will be required over the washing tanks to collect the steam, and ventilators opened to the outside. At present the plastering in both lower and upper floors is much affected by the damp. The ceilings of the other rooms, may be patched or replaced, as occasion requires.

Painting.—The painting in the wards, almost without exception, requires renewing. In some places it seems to have been daubed over with whitewash and size. It should all be re-finished in good two-coat work. The centre buiding is finished in much better style, and only requires attention here and there.

I am convinced that these repairs must be spread over two or three years, in order not to interfere with the workings of the Institution. I can only suggest, therefore, that the work be done ward by ward and wing by wing, by a staff of workmen under a competent foreman, and not be submitted to tender. The engineer and carpenter as present employed in the institution, can superintend the work of their trades.

The engagement of a plasterer and assistants will be necessary. u.

The internal work must be done as follows: 1st. Steam-fitting; 2nd. Wood-work; 3r Plastering; 4th; Floors; 5th, Painting.

The steam-fitting cannot commence until about May, and it will take two months for each wing; therefore the carpenters cannot commence until August, the plasterer till September, the floor-laying till the plastering is finished in each floor, and the painting till both plastering and floor-laying is over. During five months, from May till October, the workmen will be able to have the wards to themselves in the day time, and as the patients will be locked in their dormitories, there can be no interference at night. With these advantages, and the possible transfer of some of the harmless patients to the cottages, clearing a ward thereby for the workmen, the corridors, etc., may be finished before the winter sets in. As the east wing is the most dilapidated, I should suggest that the repairs commence there, in case my estimate of time should not be correct.

The estimate of cost I submit in a separate sheet. The bulk sum is, however, for this year.

I may say that it is most important that the hardwood flooring should be procured *at once* and allowed to season.

It should be $1\frac{1}{4}$ inch tongued and grooved, planed one side in a machine, and be not over 4 inches in width. Unless such a floor is laid, the necessary cleanliness cannot be observed, without destroying the ceilings.

In order that the steam power may be utilized, I recommend the erection of the bakery next the engine house, and an engineers' shop next the boiler house, in the laundry extension. This would enable the introduction of an aerated bread machine in the bakery, and power-kneading-troughs, much required, as the patients cannot be used in the bakery on account of their dirty habits, and the single baker is overworked.

The engineer, with the aid of a lathe and some machinsts' tools, could do a great deal of the repairing himself.

The present bakery could be used as a mortuary, and the ovens transferred. Any fire bricks not suitable for replacing, can be used in the furnace beds of E. and W. boilers, which are of American fire brick, and are little good.

In conclusion, although superfluously, I may say that I consider the buildings admirably planned, and well suited for the purposes for which they are designed. Had the specification been fuller; the contract price such as to enable the builders to work honestly up to them; and a competent and energetic clerk of the works employed, I believe that they would have been as satisfactory as buildings of such magnitude could be made. Defects might appear during occupation that could not be forseen, but from the general plan they could easily have been remedied, had not vital errors in construction presented themselves on every hand. As they now stand, nothing short of internal re-construction is necessary in order to make them a good job.

I am, Sir,
Your obedient servant,
THOS. C. SCOBLE.
C. E.

J. W. Langmuir, Esq.,
Inspector of Asylums, Prisons, &c.
Toronto.

TORONTO, February 18, 1873.

SIR,—In obedience to instructions received from you, I inspected the heating apparatus in the Idiot Asylum, London, and found it to be entirely inefficient, although the furnaces have already consumed *four* times the fuel that they were guaranteed to consume during the *whole winter*. The wards are still cold, or, if sufficiently warm, are filled with smoke. I beg to recommend that the present hot-air furnaces be taken out, and hot water introduced, utilizing the 5 h. p. engine brought from the Malden Asylum, the $1\frac{1}{4}$ and 1-inch steam piping, taken from the Insane Asylum, with the spare condensers, hot-water boilers, fittings, steam pumps, &c., from the east and west boiler-houses.

This would reduce the cost of the changes to the minimum. A new chimney shaft would require to be built for the boiler.

As the present bath-rooms and water closets have not sufficient accommodation, I should recommend that others be built in projection, for the reasons urged in the case of the Insane Asylum.

I have the honour to be,
Sir,
Your obedient servant,
THOS. C. SCOBLE.
C. E.

J. W. Langmuir, Esq.,
Inspector of Asylums, Prisons, &c.
Toronto.

STATEMENTS

OF

ACCOUNTANT.

No. 1.—STATEMENT shewing the Expenditure on Public Works during the year 1872, and Total Expenditure on Works in Progress, up to 31st December, 1872. (Capital Account).

NAME OF WORK.	Expenditure to 31st December, 1871.	Expenditure 1872.	Total to 31st December, 1872.
	$ cts.	$ cts.	$ cts.
Government House	105,337 77	1,500 00	106,837 77
Asylum for the Insane, Toronto	173,014 71	3,338 52	176,353 23
Do London	304,448 78	21,357 67	325,806 45
Asylum for Adult Idiots, do	6,554 04	11,898 98	18,453 02
Deaf and Dumb Institute, Belleville	90,215 11	17,793 12	108,008 23
Blind Institute, Brantford	69,318 75	33,085 82	102,404 57
Central Prison, Toronto	10,925 96	80,657 95	91,583 91
Reformatory	12,080 74	1,416 54	13,497 28
Court House and Gaol, Sault Ste Marie	2,469 52	178 68	2,648 20
Agricultural College	47,350 00	3,711 42	51,061 42
Technological College	38,509 34	13,398 12	51,907 46
Normal and Model Schools, Toronto	13,613 50	10,745 73	24,359 23
Parliament and Departmental Buildings	52,330 78	2,886 82	55,217 60
Registry Office and Lock-up House, Parry Sound	1,715 20	619 39	2,334 59
Do do Thunder Bay	1,994 85	3,483 07	5,477 92
Lock on Rosseau River, Muskoka	34,542 54	2,403 49	36,946 03
Lock at Young's Point, Peterboro'	30,035 07	857 65	30,892 72
Lock between Balsam and Cameron Lakes	15,715 20	5,319 50	21,034 70
Cut between Lakes Joseph and Rosseau	9,761 80	233 95	9,995 75
Scugog River Works	27,760 34	5,221 25	32,981 59
Pigeon do	1,527 40	1,623 25	3,150 65
Sydenham do	374 76	644 00	1,018 76
Nottawasaga River Works	1,708 82	3,249 81	4,958 63
Kaministaquia do	197 10	11 00	208 10
Washago and Gravenhurst Road	25,188 69	1,396 61	26,585 30
Clearings and Log-houses on Free Grant Lands—Settlers' Homestead Fund	3,682 03	4,541 10	8,223 13
Roads in Ryerson	1,409 04	3,068 96	4,478 00
Brooke Drainage Works	15,218 95	7,685 75	22,904 70
Dunwich do	6,339 30	2,716 11	9,055 41
Ekfrid, Caradoc and Metcalfe Drainage Works	11,308 75	658 31	11,967 06
Grey Drainage Works	6,127 55	1,048 92	7,176 47
Moore	194 80	4,725 00	4,919 80
Mosa	9,005 41	2,444 06	11,449 47
Raleigh	25,191 15	1,985 54	27,176 69

Tilbury, East	17,757 50	5,999 56	23,757 06
Surveys and Drainage of Swamp Lands Province Account	25,489 17	3,864 94	29,354 11
Surveys, Inspections, Arbitrations, and Awards	1,137 34	913 95	2,051 29
Totals	1,199,551 76	266,684 54	1,466,236 30

F. T. JONES,
Accountant.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, 3rd January, 1873.

No. 2.—EXPENDITURE FOR REPAIRS, &c., by the Department of Public Works during 1872 (Part of Maintenance Accounts).

NAME OF WORK.	Expenditure for 1872. $ cts.
Government House	6,083 31
Executive Council's and Attorney-General's Offices	664 42
Treasury Department	1,591 23
Secretary and Registrar's Office	1,591 23
Department of Agriculture and Public Works	1,591 23
Crown Lands Department	1,868 58
Parliament Building (Centre)	9,414 97
Osgoode Hall, Toronto	51 10
Normal and Model Schools, Toronto, Repairs	4,684 13
Do do Fuel	1,188 39
Depository, Toronto, Fuel	331 50
Museum do do	315 00
Education Office, Toronto, Repairs	1,564 39
Do do Fuel	232 39
College of Technology	1,964 69
Lock at Young's Point, Lockmaster's Salary, and Repairs	294 20
Lock at Port Carling do do	206 40
Lock at Lindsay do do	571 46
Total	34,208 62

F. T. JONES,
Accountant.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, 3rd January, 1873.

No. 3.—STATEMENT OF EXPENDITURE from 1st January, 1870, to 31st December, 1872, under the Ontario Drainage Act, 33 Vic., c. 2, and 34 Vic., c. 22, on Drainage Works. Chargeable to Municipalities. Also Total Expenditure under said Act up to 31st December, 1872.

TOWNSHIP.	1870.	1871.	1872.	Total to 31st December, 1872.
	$ cts.	$ cts.	$ cts.	$ cts.
Brooke	1,785 00	13,433 95	7,685 75	22,904 70
Dunwich	3,546 30	2,793 00	2,716 11	9,055 41
Ekfrid, Caradoc and Metcalfe	4,947 05	6,361 70	658 31	11,967 06
Grey	1,416 00	4,711 55	1,048 92	7,176 47
Moore	....	194 80	4,725 00	4,919 80
Mosa	7,032 15	1,973 26	2,444 06	11,449 47
Raleigh	10,555 00	14,636 15	1,985 54	27,176 69
Russell	4,346 32	7,197 45	....	11,543 77
Tilbury, East	204 00	17,553 50	5,999 56	23,757 06
Total, chargeable against Municipalities	33,831 82	68,855 36	27,263 25	129,950 43
Preliminary Surveys and Sundries, chargeable against Province. See Statement 4	12,539 97	9,345 25	3,864 94	25,750 1
Total	46,371 79	78,200 61	31,128 19	155,700 59
Balance to be revoted in 1873	....	....	... .	44,299 41
Appropriation under 33 Vic., c. 2	....	....	....	$200.000 00

F. T. JONES,
Accountant.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, 3rd January, 1873.

No. 4.—STATEMENT OF EXPENDITURE from 1st January, 1870, to 31st December, 1872, under the Ontario Drainage Act, 33 Vic., c. 2, and 34 Vic., c. 22, for Preliminary Surveys and Sundries. Chargeable against the Province.

TOWNSHIP.	1870.	1871.	1872.	Total.
	$ cts.	$ cts.	$ cts.	$ cts.
Aldboro'	120 50			120 50
Bromley	37 00			37 00
Brooke	778 83	827 90	159 85	1,766 58
Camden	16 50			16 50
Camden and Portland		317 57		317 57
Caradoc	27 31			27 31
Cavan	38 00			38 00
Cumberland	734 05			734 05
Dawn		100 00	732 52	832 52
Dorchester, North		90 75	58 85	149 60
Douro	194 75			194 75
Drummond		597 62	680 40	1,278 02
Dunwich	395 80			395 80
Ekfrid, Caradoc and Metcalfe	326 98	32 40	12 00	371 38
Ellice	39 00			39 00
Elma	361 00			361 00
Enniskillen	62 37	485 35		547 72
Gloucester	387 65	925 55		1,313 20
Grey	662 54			662 54
Hay	678 00			678 00
Logan	178 85			178 85
London		20 00		20 00
Luther	873 37			873 37
McKillop	103 00			103 00
Monaghan	27 00			27 00
Moore	832 49	288 55	20 00	1,141 04
Mosa	487 19	53 60	106 82	647 61
Nation River			790 05	790 05
Nissouri West			256 00	256 00
Portland	46 25			46 25
Proton	826 77			826 77
Raleigh	420 90			420 90
Reach		480 90	49 00	529 90
Russell	841 30	149 50		990 80
Sarnia		448 50	585 07	1,033 57
Sombra		1,938 27		1,938 27
Stephen	91 85	1,267 50		1,359 35
Sunnidale	88 90			88 90
Tilbury, East	492 93	229 00	78 00	799 93
Vespra	11 75			11 75
Westmeath	241 90			241 90
Williams, East		18 50	72 30	90 80
Winchester		30 67		30 67
Total Preliminary Surveys	10,424 73	8,302 13	3,600 86	22,327 72
Sundries	2,115 24	1,043 12	264 08	3,422 44
Total Province Account	12,539 97	9,345 25	3,864 94	25,750 16

F. T. JONES,
Accountant.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, 3rd January, 1873.

No. 5.—CONTRACTS AND BONDS entered into with Her Majesty in 1872.

Date.	Work.	Subject of Contract.	Contractors.	Sureties.	Amount.
1872.					$ cts.
January 2[illegible]	Brooke Drainage	Extension of drains A and No. 6.	George Blain	Isaac Blain and Hugh Miller	At scale of prices.
" 21	Blind Institute	Completion of building	R. T. Sutton & H. J. Sutton.	W. Thompson and W. Mathews	14,775 00
" 27	Seugog River Works	Excavation at the Devil's Elbow.	Thomas Walters		℔ cubic yd. 40
April 6	do	Lengthening swing bridge and Dredging	do	George Brownlee & Malcolm Morrison	1,0[illegible]
	Blind Institute	Internal fittings	H. J. and R. T. Sutton		810 00
" 1[illegible]	Works in Ryerson	75 clearings and 75 log houses	Charles Starrat	F. D. Shenick and T. P. Bradshaw.	13,875 00
	Blind Institute	Furniture (guarantee bond)	W. Peirce		2,000 00
	Idiot Asylum, London	Plumbing and gasfitting	E. & J. Rogers		1,7[illegible] 00
May 9	Central Prison	Stones with locks, and keys	Hugh Hennessy		3,300 00
" 30	Normal School and Education Office	Repairing roofs	George Duthie	George Ringham	2,109 00
	Deaf and Dumb Institute	Workshop	J. Forin		8,000 00
	Normal School Buildings	Carpenter's work, painting, &c.	John Rogers		685 80
	do	Plastering walls	Joseph Murphy		℔ sq. yard 20
June 1	Blind Institute	Workshop	J. Simon, R. T. Sutton and H. J. Sutton	W. Mathews and W. Thompson	4,577 67
" 1[illegible]	Normal Schools	Furniture, desks, &c.	C. Potter	M. Morrison	at special rates.
July 1[illegible]	Central Prison	Iron work for locking cells	T. Lalor		1,984 84
	do	Iron doors, &c., for cells	T. Lalor and J. Wilkie.		per lb. 12
" 2[illegible]	Mara Drains	Drains, 4, 6 and branch A	R. Dixon and A. Fennel	T. Robinson and T. Story	at rates.
August 2[illegible]	Toronto Asylum	Farmer's cottage and fencing	J. Walsh and G. Loveys		2,590 00
July 2[illegible]	Ryerson Roads	3 miles of road	W. Wardle		at rates.
	Registry Office, Parry Sound	Fencing	S. B. Richmond		213 00
October 6	Central Prison	Iron work for water supply, columns, &c.	J. T. Dickey, J. Neill and N. Dickey	J. Jackson and G. Price	cast iron 05 wrought iron 10 per lb.

F. T. JONES,
Law Clerk.

DEPARTMENT OF PUBLIC WORKS,
Toronto, 3rd January, 1873.

No. 6.—PROPERTY PURCHASED by the Department in 1872.

Date of Purchase.	By whom Sold.	To whom Sold.	Description of Property.	For what Purpose used.	Area.	Price.
					acrs. sq. ft.	$ cts.
1872. June 22	The Dominion of Canada	The Province of Ontario.........	Strip of land on west side of Strachan Avenue, 180 feet in depth, also land on which steel works are situated.	Central Prison	5 7,275	6,861 2

F. T. JONES,
Law Clerk.

DEPARTMENT OF PUBLIC WORKS,
Toronto, 3rd January, 1873.

No. 7.—INVENTORY and Valuation of Furniture in Parliament Buildings, College of Technology and Attorney-General's Office.

—	$ cts.	$ cts.
Parliament Buildings		
Centre Building	44,145 23	
East Wing	8,708 02	
West Wing	7,922 17	
		60,775 42
College of Technology		12,634 41
Attorney-General's Office		1,965 65
Total		75,375 48

Taken by H. W. REFFELL.

F. T. JONES,
Accountant.

DEPARTMENT OF PUBLIC WORKS,
TORONTO, 10 March, 1873.

(No. 59.)

STATEMENT of the affairs of the Streetsville Plank Road Company, for the year 1872. (*Not printed.*)

(No. 60.)

REPORT of the Council of University College, for the year ended 31st December, 1872. (*Not printed.*)

RETURN

To an Address of the Legislative Assembly to His Excellency, the Lieutenant-Governor, praying that he will cause to be laid before the House:

1. The number and concessions of the several lots granted to the Elgin Association, in the Township of Raleigh, County of Kent.
2. The price originally agreed to be paid for each Lot.
3. The amount actually paid and the times of payment.
4. The amount of principal and interest remitted to the said Association.
5. Copies of all Petitions, Letters and Papers to the Government asking for a reduction in the original price of said land.
6. Copies of all Orders in Council relating to the same:

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 18th March, 1873.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor-General in Council, on the 16th December, 1862:—

On a petition from the Elgin Association praying remission of interest on the purchase of certain lands in the Township of Raleigh, alleging that that Association has succeeded in locating the lands, but that the settlers (who are all coloured people) find great difficulty in cultivating the same, owing to the low and swampy nature of the soil, and praying that as a promise alleged to have been made by a former Commissioner of Crown Lands—the Hon. Mr. Price—that the lands should be revalued with a view to a reduction in the price, has not been carried out, the interest referred to be remitted with a view to its being expended in draining the land.

The late Commissioner of Crown Lands, in a memorandum dated 14th March, 1861, reports that the interest has been received with each instalment paid in by the applicants,—that he cannot recommend as respects the patented lands, the refunding of any portion of the monies received, but as it is represented that 150 families have been settled by the Association, and the means of education provided for them, it may be worthy of consideration whether some indulgence shall be granted.

That remitting interest on the unpaid instalments only would be equivalent to foregoing payment of $3,979.93, and that if any claim to interest be relinquished it should be upon the express condition that the balance of principal be paid in full within six months.

The above Report and documents having been referred to the Hon. the present Commissioner of Crown Lands for further report, that officer submits that he concurs in opinion with his predecessor, that some indulgence should be granted in this case, and recommends that on producing satisfactory proof that a sum equal to the amount of interest now due on account of their purchase, has after the passing of this Order in Council, been expended by the Association in draining the said land, such expenditure to be certified by an officer charged to report on the same by the Commissioner of Public Works, who will also direct how such drainage shall be made; and on the further condition that the balance of the principal money be paid within one year from this date, the said interest be remitted.

The Committee submit the above recommendations for your Excellency's approval, with the additional proviso, that the performance of the drainage, to the amount specified, shall be done and completed, within a period of two years from this date.

Certified,

(Signed.)

Wm. H. Lee, C.E.C.

Certified true copy.

J. C. Tairbutt.

Received Two hundred dollars ($200) as payment in full.

S. Richards,

Commissioner Crown Lands.

Toronto, 3rd June, 1868.

STATEMENT of Lands purchased in the Township of Raleigh by the Elgin Association, and the amount paid thereon.

Sale Number.	Date.	Lot.	Con.	No. of Acres.	Price per Acre.	Principal.	Interest.
9212	Oct.22nd,'49	8	A	100	$2 00	$200 00	$60 90
do	do	9	A	100	2 00	200 00	
9213	do	10	A	100	2 00	200 00	12 45
9214	do	8	8	200	1 75	350 00	21 60
9215	do	9	8	200	1 75	350 00	88 80
9216	do	10	8	200	2 00	400 00	153 50
do	do	11	8	200	2 00	400 00	
9217	do	6	9	200	1 75	350 00	151 02
do	do	7	9	200	1 75	350 00	
9218	do	8	9	200	1 75	350 00	80 87
do	do	9	9	200	1 75	350 00	
9219	do	10	9	200	1 75	350 00	57 10
do	do	11	9	200	1 75	350 00	
9220	do	6	10	200	1 75	350 00	45 93
do	do	7	10	200	1 75	350 00	
9221	do	8	10	200	1 60	320 00	135 00
do	do	9	10	200	1 60	320 00	
9222	do	10	10	200	1 75	350 00	145 26
do	do	11	10	200	1 75	350 00	
9223	do	12	10	200	1 75	350 00	101 89
9224	do	N. ½ 6,7.	11	200	2 00	400 00	73 18
9225	do	N. ½ 8,9.	11	200	2 00	400 00	109 35
9226	do	N. ½ 10,11	11	200	2 00	400 00	24 70
10385	Jan. 3rd,'51	6	A	100	2 00	200 00	51 25
10386	do	11	A	100	2 00	200 00	9 10
10387	do	6	8	200	1 75	350 00	15 95
10388	do	7	8	200	1 75	350 00	15 95
10389	do	S. ½ 6	12	100	2 00	200 00	9 10
10390	do	S. ½ 8	12	100	2 00	200 00	9 10
10391	do	S. ½ 11	12	100	2 00	200 00	56 55
10392	do	S. ½ 12	12	100	2 00	200 00	9 10
10393	do	6	13	200	1 60	320 00	25 20
10394	do	7	13	200	1 60	320 00	25 20
10395	do	8	13	200	1 70	340 00	26 15
10396	do	9	13	200	1 60	320 00	25 20
10397	do	S. ½ 10	13	100	1 60	160 00	7 24
10398	do	11	13	200	1 60	320 00	14 50
10399	do	12	13	200	1 60	320 00	25 20
11716	Oct,19th, '52	N. ½ 10	13	100	1 60	160 00	...
				6700		$11950 00	$1586 34

WILLIAM FORD,
Accountant.

THOS. H. JOHNSON,
Assistant Commissioner.

DEPARTMENT OF CROWN LANDS,
TORONTO, 12th March, 1873.

(No. 62.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House :—

1. Return of the names of all the persons to whom patents have been issued in the Townships of Hagarty, Jones, Sherwood, Richards and Burns, with the dates of the said respective patents.
2. The names of all persons to whom sales of lots in the said Townships have been made by the Crown, with the dates of said sales. (*Not printed.*)

RETURN

To an Address from the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House statements under oath to be furnished forthwith, under section eighteen of 13 and 14 Victoria, cap. 144, relating to the Elgin Association.

By command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, March 18th, 1873.

REPORT OF THE ELGIN ASSOCIATION.

To His Excellency the Hon. W. P. Howland, C. B., Lieutenant-Governor of the Province of Ontario, &c.

MAY IT PLEASE YOUR EXCELLENCY—

We have the honour to present a report of the receipts and expenditure of the Elgin Association from its formation to the present time, and in doing so the directors beg leave to preface it with the following observations:—

Buxton, or the Elgin settlement, as it is more frequently called, is situated in the Township of Raleigh, in the County of Kent, and about eight miles south east from the Town of Chatham. The circumstances to which it owes its origin are briefly these: the Reverend William King emigrated from Ireland to the United States when a young man, and fixed his residence in the State of Louisiana, where for some years he occupied an influential position in connection with the college at Jackson. Here he acquired a familiar acquaintance with the institution of slavery, and the moral and social evils which it created and fostered. Convinced at length that while living in its midst, it would be impossible for him to bring up his family unaffected by its contaminating power, he resolved to remove from the sphere of its influence. With this view he sold his plantation, and in April, 1848, came to Canada with his slaves—fifteen in number—of whom he became possessed through marriage. Having now become free, these fifteen formed the nucleus of the settlement, which was largely increased by the influx of coloured persons into Canada, consequent on the passing of the Fugitive Slave Bill by the United States Congress. Mr. King, having strong faith in the capability of the negro, under favourable conditions, visited different portions of the country, and by his earnest appeals, enlisted the sympathies of the public in his enterprise; and notwithstanding strong local opposition, he succeeded in organizing a company, and raising the necessary funds for the "settlement and moral improvement of the coloured population of Canada." A constitution and by-laws were drawn up and adopted by the stockholders on the 7th June, 1850, and an Act of the Legislature was subsequently passed incorporating the company under the name and style of "The Elgin Association."

Meanwhile in 1849 there were purchased from the Government 4,300 acres of land at an average price of nine shillings per acre, and in 1851 2,300 acres, at an average cost of nine shillings and six pence per acre, and in 1852, 100 acres additional, making in all 6,700 acres. This land was divided into lots of 50 acres each, and sold to the settlers at the rate of $2·50 per acre, thus leaving only a margin sufficient to pay the necessary expenses of the association. All the lands were thus disposed of to actual settlers, and deeds have been given for the whole, with the exception of three lots, which being abandoned by the purchasers, came back to the association, and other two lots on which balances are still unpaid. As soon as these remaining lots shall be disposed of, the directors—who have from the commencement given their services gratuitously—will be able to wind up the affairs of the association, in terms of the Act of incorporation.

RECEIPTS.

(*From* 29*th June*, 1849 *to* 12*th February*, 1873.)

Amount received from stockholders	$2,289 20
Amount received from sale lands, including Interest and Transfer Fees	22,072 49
Amount received by special collection	3 60
	$24,365 29

EXENDITURES.

Paid Crown Land Office, including interest	$13,528 42	
" Drainage of lands, interest remitted by the Government	4,102 12	
" Inspection and surveying of lands	369 00	
" Salaries of secretaries for 23 years	1,640 00	
" Printing Reports and advertising	559 25	
" Stationery, postages, meetings, &c	307 92	
" Fees to auditors, accountant, &c	217 00	
" Travelling expenses—Officers of the Association on business of the Association	89 50	
" Travelling expenses of Rev. Wm. King	550 53	
" Expenditure for the settlement, being lime, seed, &c	322 45	
" Drafts, bank commission, discount and interest	371 71	
" For collecting and keeping books at Buxton	132 00	
" Conveyancing	408 95	
" Taxes on lots in hands of the Association	349 83	
" Paid stockholders on their stock	1,217 90	
" Balance cash on hand	198 71	
		$24,365 29

REAL AND PERSONAL ESTATE HELD BY THE ASSOCIATION.

Lands in the Township of Raleigh amounting to 150 acres.

Balance cash in hands of the Treasurer	$198 71
Balance due on lands sold	200 00

We Thomas Henning of the City of Toronto, in the County of York. Secretary of the Elgin Association, and William Reid, of the same place. Treasurer of the said association solemnly affirm that to the best of our knowledge and belief the above is a true and correct statement of the Receipts and Expenditure of the said Elgin Association for the period specified in said statement.

THOMAS HENNING, *Secretary.*
WILLIAM REID. *Treasurer*

Solemnly affirmed before me at the City of
Toronto, this twenty-second day of
February, A.D., 1873.
J. M. R. MACDONALD, J.P.

(No. 64.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return from the Clerk of each County Court, shewing how many Civil Causes have, since the passage of the Law Reform Act of 1868, been tried in each year in this Province, at the various sittings of Assize and Nisi Prius, and at the various sittings of the County Court, for trials and assessments; distinguishing in such return between causes which have been tried by juries and those which have been tried by a judge; also shewing how many causes have been tried before the Judges of the several County Courts, sitting to try causes without juries. (*Not printed.*)

RETURN

Of Correspondence and Papers relating to the Credit Valley Railway Company.

By Command,

T. B. PARDEE,
Secretary.

Provincial Secretary's Office,
Toronto, 20th March, 1873.

SCHEDULE OF PAPERS AND CORRESPONDENCE RELATING TO THE CREDIT VALLEY RAILWAY.

1872.
March 4th.—Letter from G. Laidlaw, President of Credit Valley Railway, to Provincial Secretary, enclosing petition from Credit Valley Railway Company.
March 6th.—Letter from Provincial Secretary to President of Company.
March 19th.—Letter from President of Company to Provincial Secretary.
1873.
January 25th.—Letter from President of Company to Provincial Secretary.
January 25th.—Statement of distances on Railway.
January 26th.—Letter from Acting Assistant-Secretary Eckart, to President of Company.
—Petition from County Council of Halton.
February 3rd.—Letter from Assistant-Secretary Eckart to W. Panton, County Clerk of Halton.
February 3rd.—Letter from Ashton Fletcher to Attorney-General, enclosing memorial from County Council of Oxford.
February 7th.—Letter from Assistant-Secretary to David White, County Clerk, Oxford.
—Petition from County Council of Wellington.
February 7th.—Letter from Assistant-Secretary to John Beattie, County Clerk, Wellington.
February 19th.—Letter from G. Gordon, Township Clerk, West Zorra, to Attorney-General.
February 19th.—Petition of municipal council of Township of North Dumfries.
March 10th.—Letter from Assistant-Secretary to President of Company.
March 11th.—Letter from President of Company to Provincial Secretary, enclosing statement of the capital account of the Company.
March 12th.—Letter from Assistant-Secretary to President of Company.
March 24th.—Letter from Assistant-Secretary to President of Company.

Hon. P. Gow,
Provincial Secretary.

Credit Valley Railway,
President's Office,
Toronto, 4th March, 1872.

Dear Sir,—By request of the Directors of the Credit Valley Railway Company I have the honour to submit the petition of that company for a grant in aid of the construction of the Credit Valley Railway from the Railway Subsidy Fund of two hundred and forty dollars per mile ($240) per annum for the length of the railway.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) G. Laidlaw,
President Credit Valley Railway.

To His Excellency the Honourable William Pearce Howland, C. B., Lieutenant-Governor of the Province of Ontario.

The Petition of the Credit Valley Railway Company

HUMBLY SHEWETH :—

That your petitioners are a company incorporated under chapter thirty-eight, 34th Victoria, which Act has been amended by an Act of the last session of the Legislature of Ontario, entitled "An Act to amend the Act passed in the thirty-fourth year of Her present Majesty's reign chaptered thirty-eight, and entituled "An Act to incorporate the Credit Valley Railway Company," and to extend the powers conferred upon the said company."

That the said Acts authorize the construction of such a railway as is referred to in the Act entitled "An Act in aid of Railways." chapter two, 34th Victoria, of the Legislature of Ontario, and of another Act passed in the last session of the said Legislature, entitled "An Act to make further provision in aid of Railways.

That the following are some of the reasons why aid should be granted.

The Credit Valley Railway Company, consisting of a limited number of merchants and others, was organized :—

1st. For the purpose of utilizing the great water power of the River Credit, formerly second only to the Grand River in the extent to which its water power was applied to manufacturing purposes, now comparatively much depreciated in value or wasted in consequence of other railways having cut off the supplies of raw material, and the want of railway facilities to and from such water powers. In fact the River Credit by means of a railway could be made, for purposes of power for manufacturers, to serve in lieu of a coal mine to the City of Toronto, and stand in relation thereto as a coal town to a seaport in England.

2nd. To bring important manufacturing interest and water powers into direct contact with the producers and consumers and the money market of the City of Toronto, the the best distributing point in the Province for produce or manufactures.

3rd. To accommodate with better passenger and trading facilities a large number of places such as Lambton, Streetsville, Meadowvale, Churchville, Brampton, Cheltenham, Belfountain, Cataract, Alton, Erin Village, Fergus, Elora, and Salem, and on the line westward from Streetsville, Milton (County Town of Halton), Campbellville, &c., to Galt.

4th. To afford the agricultural community much needed accommodation for reducing the cost of the transport of their produce and manufactures to and from market, and thereby much increasing the net annual profits on farming operations.

5th. To render available for use in the City of Toronto and export valuable deposits of freestone, flagging, quicklime and water-lime in the Counties of Halton and Peel, and so save a large annual outlay paid for freestone in Cleveland, from whence the stones for all public buildings in the City of Toronto have been imported, although such stone is no better and costs more than the freestone would cost from the aforesaid counties were railway facilities available for their transport.

6th. To afford the proprietors of wood and fuel means of access to the Toronto market, and the manufacturers of lumber, &c., means of egress and ingress to the markets along the line of the Credit Valley Railway. Pine is getting so scarce in certain districts on the line of railway that it would be used for the transit of pine lumber into the interior.

7th. The Credit Valley Railway is designed as a purely local railway, having no pretensions to a through traffic business, but is intended to afford along its route ample facilities of all kinds for local traffic in flour, cereals, cattle, milk, fuel, stone, bricks, flagging, manufactures, lumber, lime, iron, salt, &c.

8th. In consequence of the absence of through traffic, opposition of other railway corporations, and the time required to develop the use of the water powers by establishing manufactures, developing the quarries of freestone and flags, both unequalled so far as is known in the Province, and because it may be many years before the stock of said company may sell foi what it cost, it is not the intention of the company to raise or contribute a large amount in stock to aid an enterprise which will benefit the public so much more than it is reasonable it can benefit the company, except in so far as emoluments of management are concerned, but to represent the value of the scheme in the future as they have done in the past to the people of the municipalities and large manufacturers and property holders concerned for their support. Not a single municipality has yet refused aid to the company, and in appealing to the Government for aid under the Railway Subsidy Act, the company is impressed with the belief that no similar length of railway in Western Canada will be the means of setting in motion so much machinery, calling into use more money, or adding such an increase in proportion to the population of the places concerned.

Your Petitioners therefore pray that an Order in Council may be passed providing that aid to the extent of two hundred and forty dollars per mile per annum, for twenty years, for the length of the railway, be granted.

And your Petitioners, as in duty bound, will ever pray, &c.

(Signed) G. LAIDLAW, *President.*
[L. S.] J. G. CONLIN, *Secretary.*

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 6th March, 1872.

SIR,—With reference to the petition of the "Credit Valley Railway Company" for aid from the "Railway Subsidy Fund," I am directed to inform you that under the "Act to make further provision in aid of Railways," no aid can be given from that Fund until the railway fund is exhausted.

I am further to state that before the application of the "Credit Valley Railway Company" can receive the consideration of the Government, a profile and plan of its line based upon actual survey, detailed estimates of cost based upon such survey, particulars of its financial basis including stock lists, with certificates of the *bona fides* of the subscriptions and of the ability of the stockholders to pay must be furnished.

Statements shewing the municipal bonuses granted, and the manner in which it is proposed to raise the remainder of the necessary capital, are also required.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) PETER GOW,
Secretary.

George Laidlaw, Esq.,
President Credit Valley Railway Company,
Toronto.

CREDIT VALLEY RAILWAY, PRESIDENT'S OFFICE,
TORONTO, 19th March, 1872.

SIR,—My absence from the city has hitherto prevented me from acknowledging receipt of your communication dated 6th instant.

The Credit Valley Railway Company expect very soon to begin the proper survey and location of their railway; as soon as that is perfected, particulars of the same will be forwarded to the Government.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) G. LAIDLAW,
President.

To the Honourable Peter Gow,
Provincial Secretary, Toronto.

TORONTO, 25th January, 1872.

SIR:—I have the honour to supplement the petition of the Credit Valley Railway Company, presented, asking aid for the Credit Valley Railway Company from the Government.

Since our previous application the company have obtained $170,000 of bonuses, making a total to date of $315,000, and have commenced a *bona fide* survey and construction of their work. It was not expedient in the interests of the company to make a survey up to this time, in consequence of the difficulty of settling the route of the road in the various municipalities.

The company have also decided to change the gauge of the railway from 3ft 6in. to that of 4ft. 8½in. which is the gauge of all the railways on the peninsula west of Toronto, excepting that of the Grand Trunk Railway from Stratford to Toronto. This of course involves a greater outlay than was originally proposed, but will secure a great many advantages to th country. In the first place by connecting with the Wellington, Grey and Bruce Railway at Fergus, it will afford a tolerably direct route from the Counties of Huron, Bruce and Wellington to the City of Toronto, a saving to the agriculturists, manufacturers and merchants of that district of a large amount annually in the cost of carriage of freight as well as of passsengers.

On the other hand that section of the railway to be extended westwards by forming a connection with the Canada Southern Railway, will afford the same advantages to the people of a large section of country along the north shore of Lake Erie and intervening districts, while by the Credit Valley Railway, and Grand Trunk, and Canada Southern Railways, we have a very short line to Buffalo from Toronto, affording the produce of the country merchanted here, the benefit of competing lines of railway to the United States, without the serious drawback of shipments having to be made round by way of Stratford.

It need only be said that the general increase of railway facilities ensures a general decrease of the cost of carriage, which is equivalent to an advance in the income of all whose occupation makes them more or less dependent upon facilities for marketing their produce and manufactures.

Bonuses for the section in the County of Wellington have yet to be obtained, and upon the line from Toronto to Galt; there remains a bonus to be obtained from the Town of Galt, a portion of the Township of Beverley, and a portion of the Township of Puslinch, which will complete the bonus capital of the company so far as these points are concerned. The aid sought is for $240 a mile out of the Railway Subsidy Fund, for the distance between Toronto and Fergus and the branch to Alton, and the distance between Streetsville and Galt.

A schedule of distances is enclosed.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) G. LAIDLAW,
President.

Honourable T. B. Pardee,
Provincial Secretary.

SCHEDULE OF DISTANCES.

Toronto to Streetsville	18½ miles.
Streetsville to Belfountain	22½ miles.
Belfountain to Alton	5 miles.
Belfountain to Fergus	20½ miles.
Streetsville to Galt	33 miles.
Galt to Woodstock	27 miles.
Woodstock to St. Thomas	34 miles.
Fergus to Salem	2½ miles.
Toronto to Alton	46 miles.
Toronto to Fergus	61½ miles.
Toronto to Galt	51½ miles.
Toronto to Woodstock	78½ miles.
Toronto to St. Thomas	112½ miles.

(Signed), G. LAIDLAW,
President,
Credit Valley Railway Company

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 26th January, 1873.

SIR,—I have the honour to acknowledge the receipt of your letter of the 25th instant, with regard to the petition of the Credit Valley Railway Company, asking aid from the Railway Subsidy Fund, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be, Sir,
Your obedient servant,
(Signed,) I. R. ECKART,
Acting Assistant-Secretary.

G. Laidlaw, Esq.,
President,
Credit Valley Railway Co., Toronto.

To his Excellency The Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario.

IN COUNCIL.

The Petition of the County Council of the County of Halton

HUMBLY SHEWETH :—

That the construction of the Credit Valley Railway through the heart of the County of Halton will vastly increase the wealth and general business of the county, utilize its water powers, develope its free stone quarries, and otherwise aid in greatly increasing the prosperity and comfort of the people.

That your petitioners have granted seventy-five thousand dollars as a bonus to the said company, which has been supplemented by a bonus of thirty thousand dollars from the Town of Milton, the County Town of Halton.

Your petitioners humbly pray that your Excellency will be pleased to recommend that a grant of money be made in aid of the construction of the said railway out of the Railway Subsidy Fund, and your petitioners as in duty bound will ever pray, &c.

[L. S.] (Signed) W. D. LYON,
Warden of the County of Halton.

(Signed) WM. PANTON,
County Clerk.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 3rd February, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of a petition of the County Council of the County of Halton, asking that a bonus from the Railway Subsidy Fund be granted to the "Credit Valley Railway," and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

W. Panton, County Clerk,
Milton.

WOODSTOCK, February 3rd, 1873.

The Honourable O. MOWAT,
Attorney-General.

DEAR SIR,—I send to you a memorial of the County Council of the County of Oxford. I suppose I ought, strictly speaking, to send it to the Provincial Secretary, if so, will you kindly have it handed to him.

I am, yours very truly,
(Signed) ASHTON FLETCHER.

To His Excellency The Honourable William Pierce Howland, C.B., Lieutenant-Governor of the Province of Ontario, in Council, and the Legislative Assembly of the said Province in Parliament Assembled.

The Memorial of the County Council of the County of Oxford

HUMBLY SHEWETH.

1. That your memorialists have noticed with approbation the aid granted out of the surplus revenue of this Province to railways and other works of public utility.

2. That while your memorialists recognize the great importance of granting such aid to the newer parts and municipalities of the country, they maintain that the older municipalities have great claims upon such surplus revenues.

3. That it is mainly to the older municipalities that the Government of this Province is indebted for the flourishing condition of the Provincial revenues.

4. That your memorialists highly approve of the scheme of the Credit Valley Railroad.

5. That the said railroad, if built, will be of very great benefit to this county, and will connect us directly with the metropolis of this Province, and furnish the most direct means of transit by which the productions of the western peninsula of this Province can be conveyed to the markets of the old world.

6. That the said Credit Valley Railroad is an entirely Provincial undertaking and ought to be aided.

Your memorialists therefore pray that aid may be granted to the said enterprise out of the surplus revenue of this Province under such conditions as shall be deemed meet and proper under the circumstances.

And your memorialists, as in duty bound, will ever pray,

[L. S.] (Signed) JOHN YOUNGS,
Warden.
(Signed) DAVID WHITE,
County Clerk.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th February, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of a petition from the Municipal Council of the County of Oxford, praying that aid may be granted to the Credit Valley Railway under certain conditions, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

David White, Esq.,
County Clerk,
Woodstock.

To His Excellency the Honourable William Pearce Howland, C.B., Lieutenant-Governor of the Province of Ontario, &c.

The Petition of the County Council of the Council of Wellington

HUMBLY SHEWETH :—

That the Credit Valley Railway Company are empowered by the Ontario statute 35 Vic., cap. 47, to extend their line of railway from a point at or near Belfountain to Fergus or Elora, or a point in the vicinity of either which would tap or intersect the Wellington, Grey and Bruce Railway. The construction of this branch or extension of the Credit Valley Railway would prove a great boon to the County of Wellington, inasmuch as it would secure competition in the purchase of produce and in the transmission thereof to market, and would place the majority of the inhabitants in direct communication with the capital of the Province.

The liberal railway policy of the Ontario Government has enabled various railway companies to push their respective lines into sections of the Province that in the absence of such aid would yet be without the benefits of railway communication ; and your petitioners would respectfully submit that the County of Wellington has also some claim to your Excellency's favourable consideration.

Your petitioners, therefore, humbly pray that your Excellency may be pleased to grant such aid to the Credit Valley Railway Company as will secure the construction of a branch of the said railway through the County of Wellington, to tap or intersect the Wellington, Grey and Bruce Railway at or near one of the points above named. And your petitioners, as in duty bound, will ever pray, &c.

(Signed) JOHN MAIR,
Warden.
(Signed) JOHN BEATTIE,
Clerk.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 7th February, 1873.

SIR,—I have the honour to acknowledge the receipt, through you, of a petition of the County Council of the County of Wellington, praying that aid be granted to the Credit Valley Railway, and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART.
Assistant-Secretary.

John Beattie, Esq.,
County Clerk, Fergus.

WEST ZORRA,
February 19th, 1873.

DEAR SIR.—In respect to the memorial of the County Council of Oxford, praying for aid to the Credit Valley Railway, I beg to say that I have been requested by some of the leading gentlemen of the township to acquaint you that they are opposed to granting aid for said purpose, or any other, any part of the "surplus" to which the municipality may be entitled.

I remain, yours, &c.,
(Signed) G. GORDON,
Township Clerk.
Embro.

The Honourable O. Mowat, M.P.P.
Toronto.

To the Honourable the Executive Council of the Province of Ontario.

The petition of the Municipal Council of the Township of North Dumfries, in the County of Waterloo, of the said Province

HUMBLY SHEWETH :

That a charter has been granted to the Credit Valley Railway Company, to construct their road from the City of Toronto to the Town of Galt, and that applications are now before the Legislative Assembly for charters to extend the said road to Woodstock and Saint Thomas.

That the construction of the said road will prove of great benefit to a valuable and important section of the Province, by placing it in direct communication with the Toronto markets, and providing an outlet for the products of both the farm and the factory.

Your petitioners therefore pray that, in the consideration of the question of aid to railroads, you will be pleased to deal liberally with the said Credit Valley Railroad Company, by granting to them the largest measure of aid which the circumstances may warrant.

And your petitioners, as in duty bound, will ever pray.

(Signed) GEORGE SIMPSON,
Reeve.
JOHN D. MOORE,
Deputy Reeve.
WILLIAM OLIVER,
AUGUSTE BRUN,
MALCOLM MCPHERSON.

(Signed) THOS. BALLINGAL,
Township Clerk.

[L.S.]

North Dumfries, 19th February, 1873.

Acknowledgment of above, February 22nd, 1873.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 10th March, 1873.

SIR,—Adverting to the petition of the "Credit Valley Railway Company" for aid from the Railway Subsidy Fund, I am directed to request you to acquaint the Government with its financial programme and to furnish an estimate of the cost of the line.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

George Laidlaw, Esq., President,
"Credit Valley Railway Co.," Toronto.

CREDIT VALLEY RAILWAY,
PRESIDENT'S OFFICE,
TORONTO, 11th March, 1873.

SIR,—I have the honour to enclose a statement of the capital account of the Credit Valley Railway Company, as requested by letter from the Assistant Secretary, under date of the 10th March, and to express the hope, on behalf of the Credit Valley Railway Company, that it may be in accordance with the policy of the Government to grant liberal aid to the company this session, as the only means which will enable the company to float their securities which are now under negotiation this year.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) G. LAIDLAW,
President.

Hon. T. B. Pardee,
Provincial Secretary.

TORONTO, 11th March, 1873

CAPITAL ACCOUNT.

Estimate of cost of line to Campbellville, 5 miles west of Milton, County of Halton, and Alton, in the Township of Caledon.

Distance from Toronto to Campbellville, 32½ miles, and from Streetsville to Alton, 27½ miles; total, 60 miles.

Estimated cost of road, 60 miles at $20,000 per mile			$1,200,000
RESOURCES.			
Stock subscribed		$81,000	
Stock to be subscribed		50,000	
BONUSES GRANTED.			
City of Toronto	$100,000		
County of Peel	70,000		
" " Halton	75,000		
Village of Brampton	20,000		
" " Streetsville	20,000		
Town of Milton	30,000		
Mortgage bonds authorized to be issued at the rate of $12,000 per mile	720,000		
	$1,035,000		
Less probable discount on all securities	144,000	891,000	1,022,000
Deficiency			$178,000

I certify to the *bona fides* of the above stock, bonuses and estimated cost of the construction of the aforesaid section of the Credit Valley Railway.

(Signed) G. LAIDLAW.

The company have made agreements by which a very considerable extent of "right of way" has been guaranteed to the company for nothing, or the mere cost of the deeds, and upon the same terms will obtain considerable material. The value of these gifts, which are, practically, private bonuses, will be enough to make good any probable deficiency in the calculations of the company as regards their estimated capital account.

(Signed) G. LAIDLAW.

PROVINCIAL SECRETARY'S OFFICE.
TORONTO, 12th March, 1873.

SIR,—I have the honour to acknowledge the receipt of your letter of 11th instant, enclosing a statement of the capital account of the "Credit Valley Railway Company," and to inform you that the subject will be submitted to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your obedient servant
(Signed) I. R. ECKART.
Assistant-Secretary.

G. Laidlaw, Esq,
President,
"Credit Valley Railway Company,"
Toronto, Ont.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 24th March, 1873.

SIR, With further reference to your communication of 11th instant, I am now directed to state that the financial programme submitted therewith appears to have regard to two proposed lines - one running north westerly to Alton, and the other westerly to Campbellville. I have to intimate that the policy of the Government in connection with the Railway Aid Fund is directed to the encouragement of the construction of railways that will tend to develope traffic in sections of the Province which are without railway facilities or that will afford the advantage of new or better markets. The Government, as yet, fail to see that these advantages will accrue through the construction of your railway if limited to the points indicated. It can understand the great benefits which would arise from a connection westward with the great through lines, thus affording facilities for their traffic which seeks an eastern outlet *via* Toronto, as well as Toronto, or an alternative or better market. The proposed line of the "Credit Valley Railway" to Alton would appear to be of purely local concern. Before the Government can definitely dispose of the application of your company, it requires to be further informed in the respect referred to, and I would ask that this information be afforded at your earliest convenience.

I have the honour to be,
Your obedient servant,
(Signed) I. R. ECKART,
Assistant-Secretary.

George Laidlaw, Esq., President,
Credit Valley Railway Co., Toronto.

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House, a return for the year 1871, shewing :

1. The whole amount expended in each County for the administration of Criminal Justice, distinguishing the amount paid in connection with the Common Gaol from the rest of such expenses.
2. The whole amount received from Government in each County, distinguishing the amount paid for the support of the Gaol from the amount paid for other purposes.
3. The amount paid to Sheriffs, Clerks of the Peace and Constables respectively, by Government, also the amount paid by the County.
4. The number of Lock-up Houses in each County, and the amount paid for the erection thereof.
5. The amount paid for the maintenance of the several Lock-up Houses in the respective Counties, including the salaries of the several keepers thereof.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 22nd March, 1873.

TREASURY DEPARTMENT, ONTARIO,

TORONTO, 17th March, 1873.

SIR,—I have the honour to transmit herewith a Statement of the expenditure for the year 1871, on account of Criminal Justice, also certain information relating to Lock-up Houses required by an Address from the Legislative Assembly to His Excellency the Lieutenant-Governor.

I have the honour to be,
Sir,
Your Obedient Servant,

A. CROOKS,
Treasurer.

The Hon. T. B. Pardee,
Provincial Secretary,
Toronto, Ont.

EXPENDITURE FOR THE YEAR 1871.

1.—The whole amount expended in each County for the administration of Criminal Justice, distinguishing the amount paid in connection with the Common Gaol from the rest of such expenses.

2.—The whole amount received from Government in each County, distinguishing the amount paid for the support of the Gaol from the amount paid for other purposes.

3.—The amount paid to Sheriffs, Clerks of the Peace, and Constables respectively, by Government. Also the amount paid by the County.

4.—The number of Lock-up Houses in each County, and the amount paid for the erection thereof.

5.—The amount paid for the maintenance of the several Lock-up Houses in the respective Counties, including the salaries of the several keepers thereof.

—	LOCK-UP HOUSES.					SHERIFFS.			CLERKS OF THE PEACE.			REMARKS.
	Number thereof.	Amount paid for erection thereof.	Salaries of Keepers.	Miscellaneous Expenditure.	Total Maintenance thereof.	Amount paid by Government.	Amount paid by County.	Total amount paid Sheriff.	Amount paid by Government.	Amount paid by County.	Total amount paid Clerk of the Peace	
		$ cts	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	
Algoma						1759 40		1759 40	923 55		923 55	
Brant											363 80	
Bruce						369 40	562 39	931 79	56 10	421 33	477 43	
Carleton						702 50		702 50	382 15	129 04	511 19	
Elgin	1		40 00			864 10	626 95	1496 05	80 40	443 47	523 87	
Essex	3	225 00			225 00	1086 37	657 10	1743 47	218 20	519 51	737 71	
Frontenac						941 05	493 82	1434 87	272 80	612 13	884 93	
Grey						685 49	844 32	1529 81	108 98	880 05	989 03	
Haldimand	2					635 15	346 22	981 37	238 40	552 12	790 52	
Halton	2					787 00	402 32	1189 32	108 70	517 17	625 87	
Hastings	2					540 10	344 36	884 46	55 00	155 65	210 65	
Huron	2	400 00	20 00		420 00	512 35	460 06	972 41	237 37	856 55	1093 92	
Kent						1250 43	728 81	1979 24	55 80	823 09	878 89	
Lambton						1217 44	438 68	1656 12	164 65	274 90	439 55	

Lanark	5		182 38		182 38	321 20	525 19	846 39	66 70	187 43	254 13	
Leeds and Grenville						840 40	488 65	1329 05	142 30	730 73	873 03	
Lennox and Addington						524 40	510 38	1034 78	96 10	505 28	601 38	
Lincoln						959 57	532 91	1492 48	355 15	439 96	795 11	
Middlesex						2082 72	1629 45	3712 17	247 60	1364 15	1611 75	
Norfolk	1					1402 83	1145 59	2548 42	213 10	1031 82	1244 92	
Northumberland and Durham	8	1000 00				779 64	760 22	1539 86	59 30	929 47	988 77	
Ontario	1	960 00	75 00	25 00	100 00	1390 03	372 05	1762 08		1277 25	1277 25	
Oxford	2					299 25	198 82	498 07	219 90	575 46	795 36	
Peel						626 85	351 20	978 05	59 00	422 64	481 64	
Perth												County Treasurer is M.P.P. and cannot make return required.
Peterborough	1	150 00				425 05	332 63	757 68	95 50	431 13	526 63	
Prescott and Russell						315 34	364 58	679 92	117 13	679 82	796 95	
Prince Edward						318 10	367 72	685 82	73 10	567 28	640 38	
Renfrew	4		70 00		70 00	362 90	648 48	1011 38	48 70	424 98	473 68	
Simcoe	8	1600 00	190 00	200 00	390 00	546 20	811 50	1357 70	425 52	632 22	1057 74	
Stormont, Dundas and Glengarry	1					438 75	911 64	1350 39	120 55	509 28	629 83	
Victoria	3					422 92	505 14	928 06	79 35	571 55	650 90	
Waterloo	4					981 35	497 36	1478 71	130 70	1097 75	1228 45	
Welland						642 00	154 00	796 00	196 00	348 00	549 00	
Wellington						863 75	468 95	1332 70	158 46	1150 54	1309 00	
Wentworth						1147 85	145 55	1293 40	421 30		421 30	
York						3158 48	904 32	4062 80	459 30	1118 45	1577 75	

EXPENDITURE FOR THE YEAR 1871.—*Continued.*

—	CONSTABLES.			WHOLE AMOUNT RECEIVED FROM GOVERNMENT.			WHOLE AMOUNT EXPENDED FOR THE ADMINISTRATION OF CRIMINAL JUSTICE.			REMARKS.
	Amount paid by Government.	Amount paid by County.	Total amount paid Constables.	Amount paid for support of Gaol.	Amount paid for other purposes.	Total amount received from Government.	Amount paid for Gaol expenditure.	Other expenditures.	Total expenditures.	
	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	$ cts.	
Algoma	559 13	.....	559 13	886 40	313 47	1199 87	886 40	3222 08	4108 48	
Brant	.....	.....	1149 01	.....	.....	4369 41	.....	.....	6696 99	
Bruce	156 93	261 81	418 74	368 88	825 03	1193 91	1398 35	3409 02	4807 37	
Carleton	547 17	167 25	714 42	2104 79	494 12	2598 91	4375 27	1278 90	5654 17	
Elgin	402 00	343 07	745 07	1047 92	1305 17	2353 09	2571 88	3250 02	5821 90	
Essex	470 31	340 99	811 30	736 76	2269 89	3006 65	2739 92	4251 40	6991 32	
Frontenac	641 87	187 58	829 45	524 15	2557 93	3082 08	3832 66	6422 69	10255 35	
Grey	506 20	161 42	667 62	1200 47	1790 18	2990 65	2645 11	6046 19	8691 30	
Haldimand	311 77	256 68	568 45	1137 28	1327 72	2465 00	1881 24	2868 96	4750 20	
Halton	255 71	164 67	420 38	617 07	1018 23	1635 30	1218 36	3216 52	4434 88	
Hastings	322 47	77 85	400 32	481 85	1105 20	1587 05	1645 89	1744 25	3390 14	
Huron	496 54	470 24	966 78	784 07	1143 83	1927 89	2058 71	4515 20	6573 91	
Kent.	588 45	61 16	649 61	628 71	1040 71	3564 10	1230 83	748 04	6527 32	
Lambton	386 52	385 53	772 05	1168 62	2281 46	3440 08	2132 00	3282 86	5414 86	
Lanark	375 40	133 36	508 76	477 40	982 20	1459 60	1937 12	895 25	2832 37	
Leeds and Grenville	324 74	.....	324 74	1137 92	1910 54	3058 46	1137 92	3301 25	4439 17	
Lennox and Addington	147 02	57 00	204 02	189 53	926 07	1115 60	1120 16	3666 47	4786 63	
Lincoln	288 47	14 10	302 57	769 91	1866 04	2635 95	2642 70	2018 24	4660 94	
Middlesex	2508 45	515 65	3024 10	3423 33	4838 77	8262 10	6415 47	9249 17	15664 64	
Norfolk	353 72	369 00	722 72	1045 66	2237 95	3283 61	2196 00	5687 40	7883 40	
Northumberland and Durham.	635 97	1422 17	2058 14	1280 62	2044 61	3325 23	3250 13	49717 51	52967 64	
Ontario	626 32	154 29	781 61	441 45	565 65	1007 10	1864 45	4386 09	6250 54	
Oxford	224 66	40 28	264 94	451 67	1671 07	2122 74	2875 54	3681 11	6556 65	
Peel	292 16	75 92	368 08	993 64	1445 49	2439 13	1804 94	1827 64	3632 58	
Perth	.....	.....	.....	.....	.....	.....	.....	.....	.....	County Treasurer is M.P.P. and cannot make return required.

Peterborough	176 60	11 11	137 71	548 39	387 80	1436 19	1730 89	3664 14	5395 03
Prescott and Russell	97 20	76 52	173 72	140 97	609 30	750 27	651 42	1538 03	2189 45
Prince Edward	102 00	71 64	173 64	98 95	570 80	669 75	690 86	1624 38	2315 24
Renfrew	165 49	98 50	263 99	599 73	809 19	1408 92	2463 85	1819 05	4282 90
Simcoe	388 89	577 81	966 69	1437 91	2136 34	3574 25	2477 32	6246 33	8723 65
Stormont, Dundas and Glengarry	228 75	158 92	387 67	331 17	847 95	1179 12	826 93	2427 79	3254 72
Victoria	225 88	89 16	315 04	699 62	1127 25	1826 87	1527 08	3116 60	4643 68
Waterloo	346 89	330 79	677 68	1161 22	2001 69	3162 91	1884 49	3384 84	5269 33
Welland	128 00	75 00	203 00	650 00	1127 00	1777 00	1540 00	2302 00	3842 00
Wellington	431 67	440 86	872 53	1046 89	2057 62	3104 51	1879 80	7400 81	9280 61
Wentworth	915 61	559 19	1474 80	1720 00	4476 17	6196 17	6196 17	13353 21	19549 38
York	2379 43	639 56	3018 89	....	6922 70	6922 70	1343 62	12891 89	19235 51
Toronto City	....	....	33418 45	2748 57	798 65	3547 22	15328 12	42212 85	57540 97
Hamilton City	....	....	580 11	....	....	1095 51	3928 36	1568 04	5496 40

RETURN.

Copy of a Despatch from the Right Honourable the Secretary of State for the Colonies, covering a copy of a letter from the Adjutant-General to the Forces, in reference to the ceremonies to be observed in the different Provinces of the Dominion at the opening and closing of the Legislature, and on other State occasions.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 22nd March, 1873.

To His Honour the Lieutenant-Governor of Ontario, Toronto.

OTTAWA, 20th March, 1873.

SIR,—I have the honour, by command of His Excellency the Governor-General, to transmit to you, for your information and guidance, a copy of a despatch from the Right Honourable the Secretary of State for the Colonies, covering a copy of a letter from the Adjutant-General to the Forces, in reference to the ceremony to be observed in the different Provinces of the Dominion at the opening and closing of the Legislature, and on other State occasions.

I have the honour to be, Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

(True copy.)
EDWIN G. CURTIS,
Private Secretary.
22nd March, 1873.

The Secretary of State for the Colonies to the Governor-General.

DOWNING STREET, 7th November, 1872.

MY LORD,—I have been in communication with the War Office on the subject of Lord Lisgar's despatches, relating to the playing of the first part of the National Anthem when the Governor represents the Sovereign at State ceremonials, and I have now the honour to transmit to you a copy of a letter addressed to this Department by direction of H.R.H. the Field Marshal Commanding in Chief. I concur in the opinion expressed by His Royal Highness, and with reference to the question asked by Sir Hastings Doyle, and submitted by Lord Lisgar for my decision, namely, "whether the Lieutenant-Governors are supposed to be acting on behalf of the Queen," I have to observe that, while from the nature of their appointment they represent on ordinary occasions the Dominion Government, there are, nevertheless, occasions (such as the opening or closing of a Session of the Provincial Legisla ture, the celebration of Her Majesty's birthday, the holding of a levee, &c.) on which they should be deemed to be acting directly on behalf of Her Majesty, and the first part of the National Anthem should be played in their presence.

There are also cases in which the Governor-General, while commissioned directly by the Queen, appears in public without performing any act on behalf of Her Majesty; and on such occasions it would not be appropriate for the National Anthem to be played. In connection with this subject, I request you to intimate to your Ministers that it would be desirable to alter paragraph 12 of the Militia Regulations of 1870, so as to provide for the playing of the first six bars of the National Anthem in lieu of a slow march, as now prescribed by the Regulations.

I have, &c.,

(Signed) Kimberley.

Governor-General the Right Honourable
the Earl of Dufferin, K.P., K.C.B., &c., &c., &c.

Sir R. Airey to the Under Secretary of State for the Colonies.

Horse Guards, War Office, 9th October, 1872.

Sir,—With reference to your letter dated 14th June last, addressed to the Under Secretary of State for War, I am directed by the Field Marshal Commanding in Chief to acquaint you from His Royal Highness that the first six bars of the National Anthem should be played at the opening of the Dominion and Provincial Legislatures of Canada, and at other State ceremonials when the Governor-General or Lieutenant-Governor is acting on behalf of the Sovereign. His Royal Highness sees no objection to similar honours being accorded to the Lieutenant-Governor of Nova Scotia, as acting on behalf of the Sovereign.

I have, &c.,

(Signed) Richard Airey,
Adjutant-General.

The Under Secretary of State
for the Colonies, &c., &c., &c.

(No. 68.)

STATEMENT of the receipts and expenditures, assets and liabilities of the Hastings Mutual Fire Insurance Company, for the year ending 28th February, 1871. (*Not printed.*)

(No. 69.)

Statement of the affairs of the Economical Mutual Fire Insurance Company of Berlin, for the year 1872. (*Not printed.*)

(No. 70.)

STATEMENT of the affairs of the South Easthope Farmers' Mutual Fire Insurance Company, for the year 1872. (*Not printed.*)

(No. 71.)

RETURN of the Ontario Mutual Life Assurance Company, for the year ending December the 1st, 1872. (*Not printed.*)

(No. 72.)

Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House copies of all correspondence between any member of the Executive Council of this Province and the Council of Public Instruction, the Chief Superintendent of Education, or other Member of the Council, since the passing of the Act 35 Victoria, chap. 30, making temporary provision as to the regulations of the Council of Public Instruction, and since the date of the last return from the Education Department. (*Not printed.*)

(No. **73**.)

STATEMENT of the affairs of the Waterloo County Mutual Fire Insurance Company, for the year ending 12th November, 1872. (*Not printed.*)

RETURN

To an Address to His Excellency the Lieutenant Governor, praying that he will cause to be laid before the House the Names and Residences of all persons appointed by the Government since December 21st, 1871, as Land Valuators, the date of their several appointments, and the Fees and Emoluments paid, or to be paid such valuators for their services.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 14th January, 1873.

RETURN to an Address to His Excellency the Lieutenant Governor, praying that he will cause to be laid before the House the Names and Residences of all persons appointed by the Government since 21st December, 1871, as Land Valuators, the date of their several appointments, and the Fees and Emoluments paid or to be paid such valuators for their services.

NAME.	RESIDENCE.	DATE OF APPOINTMENT.	AMOUNT PAID.	AMOUNT TO BE PAID.	REMARKS.
			$ cts.	$ cts.	
County Bruce:					
Peter Carrigan	Holyrood P.O.	20th August, 1872	50 00	110 00	
Joseph Hunter	Ellengowan	Do do	565 00		
H. B. O'Connor	Riversdale	16th July, do	125 00	200 00	
Joseph Hunter. } Associated	Ellengowan	27th June, do	210 00		
Amos Wright }	Toronto	Do do	500 00		
Malcolm McKinnon	North Bruce P.O.	Do do	90 00	524 55	
County Carleton:					
John McVeigh	Veightown	10th February, do	321 15		Employed by former Government in 1871.
J. B. Royce	Pakenham	13th May, do	40 00		
Elgin:					
Malcolm McDougall	Aldborough	15th May, do	230 00		
Essex.					
Benj. Switzer	Toronto	2nd November, do	40 00		Has not made any return. Employed in 1871.
Dundas:					
G. F. Shaver	Matilda	22nd March, do	195 00		
County Frontenac:					
Thomas Flynn	Napanee	22nd April, do	239 00		
County Glengarry.					
O. Quigley	Alexandria	22nd March, do	325 00		
County Grenville:					
Edward Smith. } Associated	Edwardburgh	20th July, do	20 00		Has not made any return.
Wm. McMahon, }	Augusta	Do do	20 00		Has not made any return.
County Grey					
Thomas Brown } Associated	Welland	18th May, do	455 80		
D. Killins }	Port Robinson	Do do	278 00		
Wm. Thompson	Woodford P.O.	14th May, do	160 00		
James McFayden	Nobleton	11th May, do	265 00		
James Kilgour	Mount Forest	13th May, do	239 00		

Thomas Ganey	Maxwell P.O.	13th May,	do	180 00		
Findley McRea } Associated	Durham	3rd July,	do	20 00		Has not made any return. Work completed and book returned by his successor.
Archd. McIntyre } Associated	McIntyre P.O.	3rd July,	do	165 00		
J. B. Davis } Associated	Hanover P.O.	7th August,	do	96 00		
Hugh Barton } Associated	Elmwood P. O	7th August,	do	165 00		
John Shepherd	Mount Forest	11th May,	do	30 00		His account has not been received.
Archibald McIntyre	McIntyre P.O	14th May,	do	110 00		
Thomas Robinson	Elmwood P.O	7th August,	do	20 00	95 00	
James McFayden	Nobleton.	19th August,	do	55 00		
Hastings.						
William Stokes	Culloden	18th May,	do	247 75		Employed in 1871 by former administration.
David Lawrence	Brompton	18th May,	do	231 25		Do do do
William Yates	Belleville	11th May,	do	215 00		
Huron.						
John McCan	Dunch P. O. 2	28th June,	1871	240 00	160 00	
Lanark.						
James Ellis	Pakenham	25th April,	1872	190 00		
Leeds.						
William Radford	Lyne	25th May,	do	175 00		
M. Sweeney } Associated	Kemptville	17th July,	do	25 00	125 00	
E. F. Weeks } Associated	South Elmsley	17th July,	do	25 00	185 00	
Walter H. Denault	Delta P. O.	11th November,	do	25 00		Work not completed
County Middlesex.						
John Waterworth	Wardsville	15th May,	do	10 00		Account not received.
Northumberland.						
George Brant	Smithville	17th May,	do	138 12		
Oxford.						
Tared Killam	Plattsville	29th May,	do	85 00		
Prescott.						
Phillip Curran } Associated	Curran	25th March,	do	110 00		
Wm. Allison } Associated	East Hawkesbury	25th March,	do	127 00		
Peterborough.						
J. E. Campbell } Associated	Port Perry	11th May,	do	590 00		
Nelson Dodge } Associated	Milford	15th May,	do	613 00		
Perth.						
Samuel Robertson	Hollin	18th May,	do	200 00		
Russell.						
D. McDonald	Russell	25th March,	do	355 00		
John Tytler	Clarence	25th March.	do	265 00		

RETURN to an Address to His Excellency the Lieutenant Governor, praying that he will cause to be laid before the House the Names and Residences of all persons appointed by Government since December 21st, 1871, as Land Valuators—*Continued.*

NAME.	RESIDENCE.	DATE OF APPOINTMENT.	AMOUNT PAID.	AMOUNT TO BE PAID.	REMARKS.
			$ cts.	$ cts.	
Renfrew :					
C. Johnson } Associated	L'Orignal	19th October, 1872	80 00	326 73	Employed in 1871.
John McVeigh } Associated	Russell		80 00	308 50	Do. do.
Thomas Culbertson	Douglas	29th October, 1872	30 00		Work not completed.
County Simcoe :					
Thomas Hanton	Caldwell	21st May, do	55 00		
C. J. Wheelock } Associated	Orangeville	17th May, do	460 00	in full.	
Thomas Fitzgerald } Associated	Barrie	17th May, do	345 00		
Major A. Shaw } Associated	Toronto	18th October, do	205 00		
Thomas Hanton } Associated	Caldwell	18th October, do	195 00		
Thomas Hanton	Caldwell	18th June, do	255 00		
A. Shaw	Toronto	18th June, do	185 00		
Stormont :					
D. McLellan	Cornwall	22nd March, do	50 00		Dead—made no return.
Hiram Wood	Wales P.O.	12th September, do	30 00	120 00	
Victoria.					
William Cameron	Woodville	14th May, do	515 00		
James Junkin	Fenelon Falls P. O	14th May, do	375 00	105 00	
Wellington :					
Archibald McCorkendale	Guelph	15th May, do	230 00		
John Milloy	Arthur	10th April, do	200 00	726 50	Still employed completing his inspections.
Waterloo :					
John Mezer	St. Jacob's	12th April, do	95 00		
			$12,482 07	$2,986 28	

THOS. H. JOHNSON,
Assistant Commissioner.

DEPARTMENT OF CROWN LANDS,
TORONTO, 25th January, 1872.

RETURN

To an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House a return of the amount realized from Timber Dues, Sales of Timber Limits, and Licenses, and all other charges or revenue arising from Timber and Lumber in the Muskoka, Parry Sound, and Algoma Districts, respectively, collected and carried to the Revenue Account of the Province (Canada and Ontario), from the 1st of January, 1863, to 31st December, 1871; and designating the amounts collected from the several Townships therein respectively.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 1st February, 1872.

A RETURN of the amount realized from Timber Dues, Sales of Timber Limits, and Licenses, and all other charges or revenue arising from Timber and Lumber in the Muskoka, Parry Sound, and Algoma Districts respectively, collected and carried to the Revenue Account of the Province (Canada and Ontario), from 1st January, 1868, to 31st December 1871, and designating the amounts collected from the several Townships therein respectively; called for by the Honourable the Legislative Assembly of Ontario by resolution, dated 2nd February, 1872.

MUSKOKA DISTRICT

TOWNSHIP, &c.	AMOUNT.	TOWNSHIP, &c.	AMOUNT.
Ryde	$1,054 88	Watt	$4,090 20
Morrison	3,449 94	Stephenson	3,283 62
Muskoka	18,174 99	Brunel	10,416 00
Draper	4,735 93	Humphrey	11,569 00
Oakley	35,677 31	Cardwell	5,383 00
McLean	10,426 00	Muskoka River	10,714 00
Macaulay	1,155 50		
Monk	4,308 95		$124,439 32

PARRY SOUND DISTRICT.

TOWNSHIP, &c.	AMOUNT.	TOWNSHIP, &c.	AMOUNT.
Chaffey	$16,216 00	Carling	$3,285 34
Stisted	1,428 00	McKenzie	1,811 54
Conger	2,046 17	Ferrie	2,753 57
Christie	15,143 00	Wilson	3,188 05
Foley	3,205 87	Brown	3,032 58
Cowper	3,519 55	Wallbridge	2,064 88
McDougall	3,274 24	Mowat	747 00
McKellar	10,671 00	Blair	383 50
pence	2,591 41	Township S. of Wallbridge	1,637 38
yerson	2,870 91	Township S. of Brown	1,637 38
Chapman	2,870 91	Moon River	879 50
Croft	2,870 91	Village of Killarney	249 86
Hagerman	6,060 00		
Ferguson	7,506 00		$101,944 55

ALGOMA DISTRICT.

TOWNSHIP, &c.	AMOUNT.	TOWNSHIP, &c.	AMOUNT.
Carlyle	$2,543 30	Collins Inlet	$485 01
Goschen	2,253 00	Thompson	316 87
Merritt	994 05	Patton	723 57
Baldwin	1,099 95	Lefroy	25 00
Hallam	1,179 35	North Shore of Lake Huron	1,110 00
Shakespeare	1,060 55	Blind River	120 00
May	1,102 45	River St. Mary	80 00
Salter	1,062 35	White Fish River	203 93
Tennyson	1,228 28	Thessalon River	1,245 20
Lewis	1,402 38	Unsurveyed Lands	203 95
Spragge	435 75		
			$18,884 94

RECAPITULATION.

Muskoka District	$124,439 32
Parry Sound District	101,944 55
Algoma District	18,884 94
Total	$245,268 81

RETURN of Expenditure on Colonization Roads in the Districts of Algoma, Parry Sound, and Muskoka, from 1st January, 1863, to 31st December, 1871, inclusive.

*Algoma	$16,473 00
Parry Sound	47,760 00
Muskoka	79,872 00
Total	$144,105 00

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* NOTE.—In the three years preceding the year 1863, there was expended on Colonization Roads in the District of Algoma $65,950.

(No. 76.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House :—

1. A copy of the Order in Council passed on the 24th day of June, 1872, authorizing the sale of Timber on lands on the North Shore of Lake Superior at fifty cents per acre.
2. A copy of the advertisement or notice to the public of such Order in Council.
3. A statement shewing when said notice was first published in the *Ontario Gazette*, and the names of any newspapers in which the same was published ; together with the date of the first publication in each paper.
4. A copy of each application made to the Crown Land Department to purchase land, or timber on lands affected by said Order in Council, together with the plan or description attached to or accompanying such application ; the names of the applicants, the date of purchase, the amount paid, and the date of carrying out the sale.
5. The report of the surveyor employed to lay out the Townships of Blake, Crooks and Pardee. (*Not printed.*)

RETURN

To an Address of the Legislative Assembly to His Excellency the Lieutenant-Governor, praying that he will cause to be laid before the House, copies of all correspondence which has passed between the Dominion Government and the Lieutenant-Governor of Ontario, respecting the disallowance of any Acts of the Legislature of this Province, or the repeal of any Acts of this Legislature on the ground that these Acts were unconstitutional.

By Command.

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 24th March, 1873.

SCHEDULE OF CORRESPONDENCE (SUBSEQUENT TO THAT PRINTED IN SESSIONAL PAPERS OF 1869) RESPECTING THE DISALLOWANCE OF CERTAIN ACTS OF THE LEGISLATURE OF THE PROVINCE OF ONTARIO.

1869.
Dec. 2nd—Letter from Secretary of State for the Provinces, transmitting
Nov. 26th—Report, Committee of Privy Council, and,
" " —Copy, Order in Council, (Dominion) with certificate of His Excellency the Governor General.
1870.
Jan. 21st—Letter from the Secretary of State for the Provinces, transmitting
" 20th—Copy, Order in Council, (Dominion) with certificate of His Excellency the Governor General, and,
" 19th—Report, Minister of Justice.
" 22nd—Letter from Secretary of State for the Provinces, transmitting
" 21st—Copy, Order in Council (Dominion).
1871.
Feb. 27th—Letter from His Excellency the Lieutenant-Governor, Ontario, to Secretary of State for the Provinces transmitting certified copies of Bills passed in 4th Session of 1st Parliament of Ontario.
March 2nd—Letter from Secretary of State for the Provinces, acknowledging the receipt of above.
Sept. 25th—Letter from Under Secretary of State, acknowledging receipt of despatch of 27th February, and transmitting
" 22nd—Copy Order in Council (Dominion).
1872.
Feb. 26th—Letter from Secretary of State for the Provinces, transmitting
" 23rd—Copy Order in Council (Dominion), and
" 22nd—Report Minister of Justice.

1873.
Jan. 13th—Letter from Secretary of State for the Provinces, transmitting
" 10th—Copy Order in Council, (Dominion) and
" 6th—Report Minister of Justice.

DEPARTMENT OF THE SECRETARY OF STATE
FOR THE PROVINCES,
OTTAWA, 2nd December, 1869.

SIR,—Referring to Mr. Langevin's letter of the 26th October last, I have the honour to transmit to you herewith, for the information of your Government, a copy of a minute of His Excellency the Governor-General in Council, disallowing an Act passed by the Legislature of the Province of Ontario, during its recent session, entitled "An Act to define the privileges, immunities, and powers of the Legislative Assembly, and to give summary protection to persons employed in the publication of sessional papers."

The certificate of His Excellency of the date of the receipt by him of the Acts in question, is also transmitted.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Hon. W. P. Howland,
Lieutenant-Governor.

COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 26th November, 1869.

On a memorandum dated 24th November, 1869, from the Honourable the Minister of Justice, stating with reference to his reports of the 14th July and 22nd October last, relating among other things to the Act passed by the Legislature of the Province of Ontario, at its last session, being 32 Vic., cap. 3, entitled "An Act to define the privileges, immunities, and powers of the Legislative Assembly, and to give summary protection to persons employed in the publication of sessional papers."

And with reference also to the correspondence with the Government of Ontario on the subject, that in his opinion it was not competent for the Legislature of the Province of Ontario to pass such Act, and he therefore recommends that the same should not receive the confirmation of your Excellency.

The Committee accordingly recommend that the Act referred to be not confirmed.

Certified.
(Signed) WM. H. LEE,
Clk. P. C.

To the Hon. the Secretary of State
for the Provinces.

GOVERNMENT HOUSE, OTTAWA,
26th day of November, 1869.

PRESENT:

His Excellency the Governor-General.
The Hon. Sir John A. Macdonald,
" Mr. Tilley,
" Mr. Mitchell,
" Mr. Howe.
" Sir Francis Hincks.

IN COUNCIL

Whereas the Lieutenant-Governor of the Province of Ontario, with the Legislative Assembly of that Province, did on the 19th day of December, 1868, pass an Act which has been transmitted, entitled as follows, viz., "An Act to define the privileges, immunities, and powers of the Legislative Assembly, and to give summary protection to persons employed in the publication of sessional papers."

And whereas the said Act has been laid before the Governor-General in Council, together with a report from the Minister of Justice, setting forth that he is of opinion that it was not competent for the Legislature of the Province of Ontario to pass such Act, and therefore recommending that the said Act should not receive the confirmation of the Governor-General.

His Excellency the Governor-General has thereupon this day been pleased, by and with the advice of His Privy Council, to declare his disallowance of the said Act; and the same is hereby disallowed accordingly.

Whereof the Lieutenant Governor of the Province of Ontario, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

(Signed) WM. H. LEE,
Clerk Privy Council.

I, John Young, Baronet, Governor-General of Canada, do hereby certify that the Act passed by the Legislature of the Province of Ontario on the 19th day of December, 1868, entitled "An Act to define the privileges, immunities, and powers of the Legislative Assembly, and to give summary protection to persons employed in the publication of sessional papers," was received by me on the 26th day of January, 1869.

Given under my hand and seal this 26th day of November, 1869.

(Signed) JOHN YOUNG.

OTTAWA, 21st January, 1870.

SIR,—I have the honour to transmit herewith, for the information of your Government, an Order of His Excellency the Governor-General in Council disallowing an Act passed by the Legislature of the Province of Ontario, at its second session, 32 Vic., cap. 1, entitled "An Act for granting to Her Majesty certain sums of money required for defraying the expenses of Civil Government for the year 1869, for making good certain sums expended for the public service in 1868, and for other purposes."

A copy of the Report of the Minister of Justice, referred to in the Order, together with His Excellency's certificate of the date of receipt by him of the Act in question, is annexed to the Order in Council.

I have the honour to be,
Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

To the Honourable W. P. Howland, C.B.,
Lieutenant-Governor,
Toronto.

GOVERNMENT HOUSE, OTTAWA,
THURSDAY, 20th day of January, 1870.

PRESENT:

His Excellency the Governor-General,
Sir John A. Macdonald,
Sir George E. Cartier,
Mr. Tilley,
Mr. Campbell.

Mr. Howe,
Sir Francis Hincks,
Mr. Aikins,
Mr. Morris.

IN COUNCIL.

Whereas the Lieutenant-Governor of the Province of Ontario, with the Legislative Assembly of that Province, did on the twenty-third day of January, A.D. 1869, pass an Act which has been transmitted, entitled as follows, viz.:—

"An Act for granting to Her Majesty certain sums of money required for defraying the expenses of Civil Government for the year 1869, for making good certain sums expended for the Public Service in 1868, and for other purposes."

And whereas the said Act has been laid before the Governor-General in Council, together with a report from the Minister of Justice setting forth that he is of opinion that the change of the law proposed in the sixth section of the said Act cannot be legally effected by an Act of the Provincial Legislature, and therefore recommending that the said Act should not receive the confirmation of the Governor-General.

His Excellency the Governor General has therefore this day been pleased, by and with the advice of his Privy Council, to declare his disallowance of the said Act, and the same is hereby disallowed accordingly.

Whereof the Lieutenant-Governor of the Province of Ontario, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

(Signed) W. H. LEE,
Clerk Privy Council.

I, John Young, Baronet, Governor-General of Canada, do hereby certify that the Act passed by the Legislature of the Province of Ontario, on the 23rd day of January, 1869, entitled:—

"An Act for granting to Her Majesty certain sums of money required for defraying the expenses of Civil Government for the year 1869; for making good certain sums expended for the Public Service in 1868, and for other purposes," was received by me on the twenty-sixth day of January, 1869.

Given under my hand and seal, this twentieth day of January, 1870.

(Signed, JOHN YOUNG. { Seal. }

DEPARTMENT OF JUSTICE,
OTTAWA, January 19th, 1870.

With reference to the Act passed by the Legislature of the Province of Ontario at its second session, 32nd Vic., cap 1, entitled, "An Act for granting to Her Majesty certain sums of money required for defraying the expenses of Civil Government for the year 1869; for making good certain sums expended for the Public Service in 1868, and for other purposes," the undersigned has the honour to report as follows:—

That on the 14th of July last he reported that in his opinion "the 6th section of the said Act is objectionable." Such 6th section is as follows:

"And whereas under the altered circumstances of the country and the increased expense of living, it has been found that the Judges of the Superior Courts are inadequately paid; be it therefore enacted, that there shall be paid for the year one thousand eight hundred and sixty-nine, and for every year thereafter, out of the Consolidated Revenue Fund of this Province, annually, to the President or Chief Justice of the Court of Error and Appeal, and to each of the Judges of the Superior Courts of Law and Equity in the Province, the sum of one thousand dollars."

He further reported that as by the ninety-sixth and one hundredth sections of the Union Act it is provided that the Governor-General shall appoint the judges of the Superior Courts, and the Parliament of Canada shall fix and provide their salaries, allowances and pensions;

it would seem that the judges of those courts cannot properly, and without a breach of its provisions, receive emolument of any kind from any but the power which appoints and pays them the legal salary attached to their judicial positions.

With that report was also submitted the opinion of the Attorney and Solicitor-Generals of England, that it was not competent for the Legislature of Ontario to pass this section.

Thereupon, by a despatch from the Secretary of State for the Provinces, to the Lieutenant-Governor of Ontario, bearing date the 26th of October, 1869, he was informed that no other course was left to Your Excellency, on the opinion of the law officers of the Crown in England, than to disallow this measure, unless it was repealed by the Legislature of Ontario at its approaching Session.

It was at the same time stated, that should the Legislature of Ontario after repealing the Act, pass another measure on the same subject, Your Excellency would cause it to be taken into immediate consideration with an anxious desire to meet the views of the Legislature; but that it would of course be necessary that the Act, if repealed, should be repealed unconditionally, and any substituted legislation embodied in a separate Bill.

The Legislature of Ontario at its last session passed a Bill entitled "An Act to remunerate certain members of the Court of Error and Appeal, by the first section of which, the sixth section of the Act first above mentioned is repealed; but in the same Act there is contained a provision that the sum of one thousand dollars per annum shall be paid to the Chief Justice of Appeal, and other members of the Court of Error and Appeal, being also Commissioners under the Heir, Devisee and Assignee Commission.

As the salaries thus provided for the Chief Justice and Judges of the Court of Appeal are payable to the same persons as those mentioned in the 6th section of the previous Act, it will be necessary for your Excellency, under your instructions, to submit the measure for the sanction of Her Majesty.

Her Majesty may not be advised to give her sanction, and in such case, on the disallowance of the Act, section sixth of the previous Act would revive.

Before Her Majesty's pleasure can be received, the year will have expired within which it is competent for your Excellency to disallow the Act first above mentioned, the last day for disallowance being the 26th of January instant; and it would then remain upon the statute books although declared to be unconstitutional and beyond the jurisdiction of the Local Legislature. No other course is therefore left to your Excellency, than to disallow the Act in question without delay.

The Act so to be disallowed, is the Supply Bill for the year 1869, but as all payments made under it during its continuance are legal, and as it provides that any appropriations made under it which shall be unexpended on the 31st day of December, 1869, shall become void and of no effect, no inconvenience will be suffered by the Government of Ontario by the disallowance.

All which is respectfully submitted,
(Signed) JOHN A. MACDONALD.

OTTAWA, 22nd January, 1870.

SIR,—I have the honour to transmit to you herewith, for the information of your Government, a Copy of an Order in Council, directing that all the Acts passed by the Legislature of the Province of Ontario, in the third session thereof (33rd Victoria) with the exception of those mentioned in a schedule thereto annexed, be left to their operation.

I have the honour to be,
Sir,
Your most obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C.B.,
Lieutenant-Governor, Toronto.

COPY of a Report of a Committee of The Honourable the Privy Council, approved by His Excellency the Governor General in Council, on the 21st January, 1870.

On a Memorandum dated 17th January, from the Honourable The Minister of Justice, reporting with reference to the Imperial British North America Act, 1867, and also to the Order in Council of the 9th June, 1868, on his Memorandum relative to the course to be pursued with respect to the Acts passed by the Provincial Legislature.

That in his opinion all the Acts passed by the Legislature of the Province of Ontario in the third Session thereof, (33rd Victoria,) with the exception of those mentioned in the schedule hereunto annexed, are free from objection of any kind. He therefore recommends that the same be left to their operation.

The Acts named in the annexed schedule, will, he states, be the subject of a further report.

SCHEDULE.

No. 3. An Act to amend an Act passed in the Session held in the thirty-second year of the Reign of Her Majesty, intituled "An Act to amend cap. 15, of the Consolidated Statutes of Upper Canada, intituled An Act respecting County Courts."

No. 7. An Act to exempt from municipal taxation, for a certain period therein mentioned, a Sugar Refinery, proposed to be erected in the City of Toronto.

No. 8. An Act to remunerate certain members of the Court of Error and Appeal.

No. 20. An Act to amend the law relating to Bills of Lading.

No. 21. An Act respecting proceedings in Judge's Chambers at Common Law.

No. 31. An Act to provide for the organization of the Territorial District of Parry Sound.

No. 57. An Act to amend the Act intituled "An Act respecting Tavern and Shop Licenses."

The Committee advise that all the Acts passed by the Legislature of the Province of Ontario, in the third session thereof, (33rd Victoria) with the exception of those mentioned in the preceding schedule, (which are to be the subject of future report) be left to their operation.

Certified,
(Signed) WM. H. LEE,
Clerk, P. C.

GOVERNMENT HOUSE, TORONTO, 27th February, 1871.

SIR,—I have the honour to transmit herewith, for the consideration of His Excellency the Governor General, certified copies of the Bills passed at the fourth session of the First Parliament of Ontario, and to which my assent has been given.

I also enclose a Petition presented to me in reference to the Bill entituled "An Act to confirm the Deed for the distribution and settlement of the estate of the Honourable G. J. Goodhue, deceased.

The petition sets forth the objections which are urged against the Bill, and prays that it may not receive the royal assent. I regard the principle involved in the Bill and sanctioned by the Assembly as very objectionable, and forming a dangerous precedent, but in the absence of instructions, and upon the advice of my Council, I gave it my assent.

I have the honour to be,
Sir,
Your obedient servant,
W. P. HOWLAND.
Lieutenant-Governor.

To the Honourable Joseph Howe,
Secretary of State for the Provinces.

DEPARTMENT OF THE SECRETARY OF STATE,
FOR THE PROVINCES,
OTTAWA, 2nd March 1871.

SIR,—I have the honour to acknowledge the receipt yesterday of your despatch No. 34, of the 27th ultimo, transmitting for the consideration of His Excellency the Governor-General, certified copies of the Bills passed at the fourth session of the First Parliament of Ontario, and assented to by you.

The petition transmitted with your despatch, in reference to the Bill entitled "An Act to confirm the deed for the distribution and settlement of the Estate of the Honourable George Jervis Goodhue deceased" and praying that that Bill do not receive the royal assent, will be submitted, with your despatch for the consideration of his Excellency.

I have the honour to be,
Sir,
Your most obedient servant,
JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland,
Lieutenant-Governor, Toronto.

OTTAWA, 25th September, 1871.

SIR,—Adverting to your despatch of the 27th February last, I have the honour to transmit, to you herewith, for the information of your Government, a copy of an Order of His Excellency the Governor-General in Council, on the subject of the Statutes passed during the last session of the Legislature of the Province of Ontario.

I have the honour to be,
Sir,
Your obedient servant,
G. POWELL,
For the Under-Secretary of State.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor, Toronto, Ontario.

COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor-General in Council, on the 22nd September, 1871.

On a Memo. dated 18th September, 1871, from the Honourable the Minister of Justice having reference to the Imperial "British North America Act, 1867," and also to the Order in Council of the 9th June, 1868, on his Memo. relative to the course to be pursued with respect to the Acts passed by the Provincial Legislatures and reporting that, in his opinion, all the Acts passed by the Legislature of the Province of Ontario, in the session held in the thirty-fourth (34th) year of Her Majesty's Reign, being the fourth session of the first (1st) Parliament of Ontario (with the exception of those under mentioned which will be the subject of a further report) are free from objections of any kind, and that he therefore recommends that the same be left to their operation.

That the following are the exceptions above alluded to.

Chap. 4.—An Act to provide for the organization of the Territorial District of Thunder Bay.

Chap 17.—An Act to provide for the establishment and government of a Central Prison for the Province of Ontario.

Chap. 19.—An Act relative to Government Road Allowances and the granting of Crown Timber Licenses therefor.

Chap. 48.—An Act to enable the municipalities along the line of the Grand Junction

Railway Company to grant aid thereto, and to legalize certain by-laws granting aid to the said company.

Chap. 75.—An Act to incorporate the Simpson Loom Company (Limited).

Chap. 99.—An Act to confirm the Deed for the distribution and settlement of the Estate of the Honourable George Jervis Goodhue, deceased.

The Committee advise that all the Acts passed by the Legislature of the Province of Ontario in the session held in the thirty-fourth (34th) year of Her Majesty's reign (with the exception of those above mentioned which will be the subject of a further report) be left to their operation accordingly.

Certified,

(Signed) Wm. H. Lee,
Clerk, Privy Council.

Department of the Secretary of State
for the Provinces,
Ottawa, 26th February, 1872.

Sir,—With reference to the letter to you of the 25th September last, I have the honour to transmit to you herewith, for the information of your Government, a copy of an Order of His Excellency the Governor-General in Council, together with a copy of the report of the Honourable the Minister of Justice therein referred to, on the subject of certain of the Acts passed by the Legislature of the Province of Ontario in the 34th year of Her Majesty's reign.

I have the honour to be, Sir,
Your most obedient servant,
(Signed) Joseph Howe,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C.B.,
Lieutenant-Governor, Toronto.

Copy of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council, on the 23rd February, 1872.

The Committee of Council have had under consideration the annexed report, dated 22nd February, 1872, from the Hon. the Minister of Justice, on the subject of certain Acts passed by the Legislature of Ontario, in the 34th year of Her Majesty's reign—that is to say,—

Chapter 4, intituled "An Act to provide for the organization of the Territorial District of Thunder Bay."

Chapter 17, intituled "An Act to provide for the establishment and government of a Central Prison for the Province of Ontario."

Chapter 48, intituled "An Act to enable the Municipalities along the line of the Grand Junction Railway Company to grant aid thereto, and to legalize certain by-laws granting aid to the said company."

Chapter 99, intituled "An Act to confirm the Deed for the Distribution and Settlement of the Estate of the Honourable George Jervis Goodhue, deceased."

Chapter 75, intituled "An Act to incorporate the Simpson Loom Company, Limited."

Chapter 19, intituled, "An Act relative to Government Road Allowances and the granting of Crown Timber Licenses therefor."

And they respectfully advise that the said report be approved, and that a copy thereof be transmitted by the Hon. the Secretary of State for the Provinces to the Lieutenant-Governor of the Province of Ontario.

Certified.

(Signed) Wm. H. Lee,
C. P. C.

The Honourable the Secretary of State
for the Provinces, &c., &c., &c.

DEPARTMENT OF JUSTICE,
OTTAWA, February 22nd, 1872.

With reference to his report of the 18th of September last, on the subject of the Acts passed by the Legislature of Ontario, in the 34th year of Her Majesty's reign, the undersigned has the honour further to report as follows :—

With respect to Chapter 4, intituled "An Act to provide for the organization of the Territorial District of Thunder Bay," the undersigned thinks it well that the attention of the Government of Ontario should be called to the proviso in the 13th section, which enacts that no appeal shall lie from any judgment or decision of the stipendiary magistrate.

This would seem to be an enactment affecting procedure in criminal matters, and if so it is *ultra vires*.

Chapter 7, intituled "An Act to provide for the establishment and government of a Central Prison for the Province of Ontario," seems also in several of its clauses to deal with matters of criminal procedure, and especially in the 13th, 14th, 15th, and 38th clauses.

The attention of the Provincial Government should be invited to this Act, with the view of amendment, unless it is considered advisable that a confirmatory Act should be passed by the Parliament of the Dominion.

This latter course the undersigned thinks the better one, as the Act in question will be of great advantage in furthering and aiding the proper administration of criminal justice.

Chapter 48, intituled "An Act to enable the Municipalities along the line of the Grand Junction Railway Company to grant aid thereto, and to legalize certain by laws granting aid to the said company.

Petitions have been received for the disallowance of this Act, but as it is within the competence of the Provincial Legislatures, the undersigned recommends that it be left to its operations.

Chapter 99. "An Act to confirm the Deed for the distribution and settlement of the Estate of the Honourable George Jervis Goodhue, deceased."

This Act has also been petitioned against, but for the same reason as that given with respect to chapter 48, the undersigned recommends that it be left to its operation.

Chapter 75, intituled "An Act to incorporate the Simpson Loom Company, Limited."

The second clause of this Act seems to be beyond the jurisdiction of the local Legislature, as it affects the Patent Laws.

The undersigned does not, however, recommend the disallowance, leaving the matter to be adjudicated upon by the legal tribunals.

Chapter 19, intituled "An Act relative to Government Road Allowances and the granting of Crown Timber Licenses therefor."

A Petition has been received from the Municipal Council of the County of Frontenac, praying for the disallowance of this Act, but as it is clearly within the competence of the local Legislature, the undersigned recommends that it be left to its operation.

All which is respectfully submitted.

(Signed) JOHN A. MACDONALD.

OTTAWA, 13th January, 1873.

SIR,—I have the honour to transmit for the information of your Government, a copy of an Order of the Governor General in Council, together with a copy of the Report therein referred to, of the Hon. the Minister of Justice, in reference to the Acts passed by the Legislature of the Province of Ontario in the Session held in the 35th year of Her Majesty's reign, and assented to by you on the 2nd March last.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) JOSEPH HOWE,
Secretary of State for the Provinces.

The Honourable W. P. Howland, C. B.,
Lieutenant-Governor, Toronto, Ont.

COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor-General in Council on the 10th January 1873.

The Committee have had under consideration the Report, dated 6th January, 1873, from the Hon. the Minister of Justice having reference to the certified copies of the Acts passed by the Legislature of the Province of Ontario in the session held in the 35th year of Her Majesty's Reign and assented to by the Lieutenant-Governor on the 2nd March and for the reasons given in the said Report they respectfully advise that all of the said Acts, with the exception of Chapters 13 and 36 be left to their operation and that with respect to those two Acts further communication from the Ontario Government will be waited for.

They further advise that a copy of the said Report and of this minute be communicated to the Lieutenant-Governor of the Province of Ontario.

Certified,
(Signed) W. A. HIMSWORTH,
C. E. C.

DEPARTMENT OF JUSTICE.
OTTAWA, January 6th, 1873.

The undersigned to whom were referred certified copies of the Acts passed by the Legislature of the Province of Ontario, in the Session held in the 35th year of Her Majesty's reign, and assented to by the Lieutenant-Governor on the 2nd March last, has the honour to request as follows:

Cap. 13, intituled "An Act to provide for the institution of suits against the Crown by Petition of Right, and respecting procedure in Crown suits."

With respect to this Act the undersigned recommends that the attention of the Government of Ontario be called to the fact that it is so general in its terms that it might be held to apply to claims against the Government of the Dominion.

It is presumed that this is not the intention, as the 2nd clause of the Act provides that the fiat for a Petition of Right must be granted by the Lieutenant-Governor of the Province.

Now it is obvious that in case of claims against the Dominion the fiat should be granted by the Governor General. The passing of a short Act removing the doubt is suggested.

Cap. 36, intituled "An Act for the prevention of corrupt practices at municipal elections."

The 17th section of this Act appears to the undersigned to be objectionable on the grounds that it seems to deal with the evidence to be received in criminal proceedings and it is therefore beyond the competence of the Provincial Legislature. The attention of the Government of Ontario should be called to this with a view to its amendment, in the ensuing session of their Legislature.

Cap. 37, intituled "An Act to establish municipal institutions in the Districts of Parry Sound, Muskoka, Nipissing and Thunder Bay."

While the undersigned recommends that this Act should be allowed to go into operation, he thinks it well that the 26th section should be brought under the notice of the Local Government.

The undersigned doubts the power of the Provincial Legislature to give a municipal council power to pass by-laws limiting the number of licenses for the sale of intoxicating liquors.

Such Legislature has the power of making laws respecting licenses in order to the raising of a revenue, and apparently for no other purpose.

If it cannot itself limit the number of licenses to be issued it would seem that it cannot confer that power on a municipal council. With these exceptions, all the said Acts appear to be unobjectionable.

The undersigned has therefore the honour to recommend that all except Chapters 13 and 36 be left to their operations, and that with respect to those two Acts further communications from the Ontario Government will be waited for.

(Signed) JOHN A. MACDONALD.

(No. 78.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House a return from the Clerk of each County Court shewing :

1. The number of petitions filed in each such Court for the partition and sale of Real Estate under the Consolidated Act of Upper Canada, chapter 86, and the Statute of Ontario, 32 Victoria, chapter 33, and the number of cases in which sales have been made.
2. The number of suits in which the interest of infants, absent, and lunatic parties, in such real estate were sold.
3. The securities taken, the amounts paid into Court, or invested in what securities under each of the said Acts, or any statements or explanations regarding the non-payment into court, or non-investment in such securities.
4. Statement of moneys, bonds, mortgages or investments, published pursuant to the 39th section of the Consolidated Statutes, and the 32nd section of the said Ontario Statute. (*Not printed.*)

ORDERS IN COUNCIL.

Relative to the Railway Aid Fund.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor the twenty-fourth day of March, A. D. 1873.

The Committee of Council have had under consideration the contract dated the first day of February, A. D. 1873, between the Wellington, Grey and Bruce Railway Company and William Hendrie, for the construction by the said Hendrie of that portion of the railway of the said company between Wingham and Kincardine, and the Committee considers the said contract to be *bona fide* and satisfactory, and sufficient for the completion of the said portion of the railway, and recommends that the terms of the Order in Council of the 14th day of June, 1872, in that behalf be taken as fulfilled, and that the time mentioned in the said Order be deemed as extended for this purpose.

(Certified) J. G. SCOTT,
Clerk Executive Council, Ontario.

March 24th, 1873.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-fourth day of March, A. D. 1873.

The Committee of Council have had under consideration the Order in Council of the 26th day of March, 1872, by which payment was authorised to be made out of the Railway Fund to the Northern Extension Railways Company, on the fulfilment of the conditions therein mentioned, of a sum equal to four thousand dollars per mile for that portion of the said railway between Washago and Gravenhurst, and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly (failing which it is inoperative) the said company be relieved of the condition in the said Order contained with respect to giving running powers to the Midland Railway over the portion of the railway of the said Northern Extension Company therein mentioned, and they further advise that upon fulfilment of the conditions of the Railway Act the said payment be made to the said company at the rate aforesaid, of $4,000 per mile of railway for the distance between Washago and Gravenhurst.

And the Committee further advise that this grant be subject to the condition that proof be furnished to the Lieutenant-Governor in Council before the first day of December next, of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the railway between Washago and Gravenhurst, and also that the said company do release the Midland Railway Company from any condition imposed on the last mentioned company with respect to running powers over their railway between Orillia and Munday's Bay.

(Certified) J. G. SCOTT,
Clerk Executive Council, Ontario.

March 24th, 1873.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the Order in Council of the 25th day of March, A.D. 1872, granting aid to the Midland Railway Company out of the Railway Fund of a sum equal to two thousand six hundred and fifty dollars per mile of that portion of the said railway between the Village of Orillia and Munday's Bay, subject to the terms and conditions in the said order contained, and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative), the said company be relieved from the condition imposed in and by the said Order in Council of the 25th day of March, 1872, under which the Midland Company was bound to give to the Northern Extension Railways Company running powers over the said portion of the railway of the Midland Company. And the Committee further advise that payment be authorized in respect of any portion of the said railway not less than twenty miles in length on the fulfilment of the conditions of the said Act as to such portion and on proof to the satisfaction of the Lieutenant-Governor in Council before the first day of December next, of the existence of a *bona fide* and sufficient contract for the completion of the works on the remainder of the line between Orillia and Munday's Bay: and upon the said company releasing the Northern Extension Railways Company from any condition imposed on the last mentioned company with respect to running powers over their railway between the Narrows and Lake St. John. And the Committee advise that the said grant of two thousand six hundred and fifty dollars per mile for the said portion of the Midland Railway shall continue subject to the condition in favour of the Grand Junction Railway Company contained in the said Order in Council of the 25th day of March, 1872, with respect to running powers over the Midland Railway from the point of Junction at Omemee or Lindsay, or any intermediate point to Munday's Bay, and the time for which is extended to the 1st day of June next, and on failure to comply with this condition the Committee advise that the said grant be reduced to the sum of two thousand dollars per mile.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the London, Huron and Bruce Railway Company for aid, under the Acts in aid of railways, and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly (without which this order is inoperative) payment be authorized to be made out of the Railway Fund of a sum equal to $2,000 per mile of their railway between London and Wingham, and that payment be authorized in respect of any portion of the said railway not less than twenty miles in length on the fulfilment of the conditions of the said Act as to such portion. And the Committee further advise that the said grant of aid be upon the following condition, that the said company shall before the first day of December next furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) of their railway extending from London to Wingham.

(Certified) J. G. Scott,
Clerk Executive Council.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, this twenty-fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Port Dover and Lake Huron Railway Company for aid under the Acts in Aid of Railways, and they advise that subject to the ratification of this Order in Council by resolution of the

Legislative Assembly (without which this Order is inoperative), payment be authorized to be made to the said company out of the Railway Fund of a sum equal to $2,000 per mile of that portion of their railway between Port Dover and Woodstock, and that payment be made in respect to any portion of the company's railway between Port Dover and Woodstock, not less than twenty miles in length, on the fulfilment of the conditions of the Railway Act as to such portion, and this grant of aid shall be subject to the condition that proof shall be furnished on or before the first day of December next, to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, between Port Dover and Woodstock aforesaid. The Committee further advise that subject to the ratification aforesaid, payment be also authorized to be made to the said company out of the Railway Fund of a sum equal to $2,000 per mile of that portion of their railway between Woodstock and Stratford, and that payment be made in respect of any portion of the said railway between said points not less than twenty miles in length in the fulfilment of the conditions of the Act as to said portion. And the Committee further advise that this grant of aid be subject to the condition that the company do, on or before the first day of December next, make proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the said portion of railway between Woodstock and Stratford.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Prince Edward County Railway Company for aid under the Acts in aid of railways, and, having regard to the exceptional position of the County of Prince Edward in not having hitherto benefited by the expenditure of provincial moneys for railways, and yet having contributed largely thereto, in common with the rest of the Province, they advise that subject to the ratification of this Order in Council by resolution of the Legislative Assembly (without which this order is inoperative), payment be authorized to be made to the company out of the Railway Fund of a sum equal to $2,500 per mile of that portion of their railway between the Grand Trunk Railway and Picton, and that payment be made in respect of any portion of the railway of the company between said points not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion. And the Committee further advise that this grant of aid be subject to the condition that the company do, on or before the first day of December next, make proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the said portion of railway. Provided that this Order and any ratification thereof shall be of none effect unless the Bill to incorporate the said railway company become law.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

24th March, 1873.

(No. 80.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return, in tabular form, of the fees received by all the Sheriffs, Clerks of the Peace, and County Crown Attorneys in this Province, for the year 1871; shewing and specifying:

1. The nature of each class of service performed;
2. The number of each particular class performed during the year;
3. The rate charged for each description of services so performed;
4. The authority under which the charge is made for each service;
5. The whole amount of fees received or receivable by each, for, or in respect of his official services; and
6. How much thereof received from the Government, how much from the County, and how much from parties respectively. (*Not printed.*)

(No. 81.)

Return to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return shewing the amount for which the Port Hope and Rice Lake Gravel Road was sold by the Government of the late Province of Canada to the Town of Cobourg, the condition of sale, the amount paid on account, and the balance due; also a statement of the revenue derived by the Town of Cobourg from the said Road since the date of purchase. (*Not printed.*)

(No. 78.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House a return from the Clerk of each County Court shewing:

1. The number of petitions filed in each such Court for the partition and sale of Real Estate under the Consolidated Act of Upper Canada, chapter 86, and the Statute of Ontario, 32 Victoria, chapter 33, and the number of cases in which sales have been made.
2. The number of suits in which the interest of infants, absent, and lunatic parties, in such real estate were sold.
3. The securities taken, the amounts paid into Court, or invested in what securities under each of the said Acts, or any statements or explanations regarding the non-payment into court, or non-investment in such securities.
4. Statement of moneys, bonds, mortgages or investments, published pursuant to the 39th section of the Consolidated Statutes, and the 32nd section of the said Ontario Statute. (*Not printed.*)

ORDERS IN COUNCIL.

Relative to the Railway Aid Fund.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor the twenty-fourth day of March, A. D. 1873.

The Committee of Council have had under consideration the contract dated the first day of February, A. D. 1873, between the Wellington, Grey and Bruce Railway Company and William Hendrie, for the construction by the said Hendrie of that portion of the railway of the said company between Wingham and Kincardine, and the Committee considers the said contract to be *bona fide* and satisfactory, and sufficient for the completion of the said portion of the railway, and recommends that the terms of the Order in Council of the 14th day of June, 1872, in that behalf be taken as fulfilled, and that the time mentioned in the said Order be deemed as extended for this purpose.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

March 24th, 1873.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-fourth day of March, A. D. 1873.

The Committee of Council have had under consideration the Order in Council of the 26th day of March, 1872, by which payment was authorised to be made out of the Railway Fund to the Northern Extension Railways Company, on the fulfilment of the conditions therein mentioned, of a sum equal to four thousand dollars per mile for that portion of the said railway between Washago and Gravenhurst, and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly (failing which it is inoperative) the said company be relieved of the condition in the said Order contained with respect to giving running powers to the Midland Railway over the portion of the railway of the said Northern Extension Company therein mentioned, and they further advise that upon fulfilment of the conditions of the Railway Act the said payment be made to the said company at the rate aforesaid, of $4,000 per mile of railway for the distance between Washago and Gravenhurst.

And the Committee further advise that this grant be subject to the condition that proof be furnished to the Lieutenant-Governor in Council before the first day of December next, of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the railway between Washago and Gravenhurst, and also that the said company do release the Midland Railway Company from any condition imposed on the last mentioned company with respect to running powers over their railway between Orillia and Munday's Bay.

(Certified) J. G. Scott.
Clerk Executive Council, Ontario.

March 24th, 1873.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the Order in Council of the 25th day of March, A.D. 1872, granting aid to the Midland Railway Company out of the Railway Fund of a sum equal to two thousand six hundred and fifty dollars per mile of that portion of the said railway between the Village of Orillia and Munday's Bay, subject to the terms and conditions in the said order contained, and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly (in default of which ratification this Order in Council is inoperative), the said company be relieved from the condition imposed in and by the said Order in Council of the 25th day of March, 1872, under which the Midland Company was bound to give to the Northern Extension Railways Company running powers over the said portion of the railway of the Midland Company. And the Committee further advise that payment be authorized in respect of any portion of the said railway not less than twenty miles in length on the fulfilment of the conditions of the said Act as to such portion and on proof to the satisfaction of the Lieutenant-Governor in Council before the first day of December next, of the existence of a *bona fide* and sufficient contract for the completion of the works on the remainder of the line between Orillia and Munday's Bay: and upon the said company releasing the Northern Extension Railways Company from any condition imposed on the last mentioned company with respect to running powers over their railway between the Narrows and Lake St. John. And the Committee advise that the said grant of two thousand six hundred and fifty dollars per mile for the said portion of the Midland Railway shall continue subject to the condition in favour of the Grand Junction Railway Company contained in the said Order in Council of the 25th day of March, 1872, with respect to running powers over the Midland Railway from the point of Junction at Omemee or Lindsay, or any intermediate point to Munday's Bay, and the time for which is extended to the 1st day of June next, and on failure to comply with this condition the Committee advise that the said grant be reduced to the sum of two thousand dollars per mile.

(Certified) J. G. SCOTT,
Clerk Executive Council, Ontario.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty-fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the London, Huron and Bruce Railway Company for aid, under the Acts in aid of railways, and they advise that, subject to the ratification of this Order in Council by resolution of the Legislative Assembly (without which this order is inoperative) payment be authorized to be made out of the Railway Fund of a sum equal to $2,000 per mile of their railway between London and Wingham, and that payment be authorized in respect of any portion of the said railway not less than twenty miles in length on the fulfilment of the conditions of the said Act as to such portion. And the Committee further advise that the said grant of aid be upon the following condition, that the said company shall before the first day of December next furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) of their railway extending from London to Wingham.

(Certified) J. G. SCOTT,
Clerk Executive Council.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, this twenty fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Port Dover and Lake Huron Railway Company for aid under the Acts in Aid of Railways and they advise that subject to the ratification of this Order in Council by resolution of the

Legislative Assembly (without which this Order is inoperative), payment be authorized to be made to the said company out of the Railway Fund of a sum equal to $2,000 per mile of that portion of their railway between Port Dover and Woodstock, and that payment be made in respect to any portion of the company's railway between Port Dover and Woodstock, not less than twenty miles in length, on the fulfilment of the conditions of the Railway Act as to such portion, and this grant of aid shall be subject to the condition that proof shall be furnished on or before the first day of December next, to the satisfaction of the Lieutenant-Governor in Council, of the existence of a *bona fide* and sufficient contract for the completion of the works, exclusive of track laying, between Port Dover and Woodstock aforesaid. The Committee further advise that subject to the ratification aforesaid, payment be also authorized to be made to the said company out of the Railway Fund of a sum equal to $2,000 per mile of that portion of their railway between Woodstock and Stratford, and that payment be made in respect of any portion of the said railway between said points not less than twenty miles in length in the fulfilment of the conditions of the Act as to said portion. And the Committee further advise that this grant of aid be subject to the condition that the company do, on or before the first day of December next make proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the said portion of railway between Woodstock and Stratford.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

Copy of an Order in Council approved by His Excellency the Lieutenant-Governor, the twenty fourth day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Prince Edward County Railway Company for aid under the Acts in aid of railways, and, having regard to the exceptional position of the County of Prince Edward in not having hitherto benefited by the expenditure of provincial moneys for railways, and yet having contributed largely thereto, in common with the rest of the Province, they advise that subject to the ratification of this Order in Council by resolution of the Legislative Assembly (without which this order is inoperative), payment be authorized to be made to the company out of the Railway Fund of a sum equal to $2,500 per mile of that portion of their railway between the Grand Trunk Railway and Picton, and that payment be made in respect of any portion of the railway of the company between said points not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion. And the Committee further advise that this grant of aid be subject to the condition that the company do, on or before the first day of December next, make proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the said portion of railway. Provided that this Order and any ratification thereof shall be of none effect unless the Bill to incorporate the said railway company become law.

(Certified) J. G. Scott,
Clerk Executive Council, Ontario.

24th March, 1873.

(No. 80.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return, in tabular form, of the fees received by all the Sheriffs, Clerks of the Peace, and County Crown Attorneys in this Province, for the year 1871; shewing and specifying:

1. The nature of each class of service performed;
2. The number of each particular class performed during the year;
3. The rate charged for each description of services so performed;
4. The authority under which the charge is made for each service;
5. The whole amount of fees received or receivable by each, for, or in respect of his official services; and
6. How much thereof received from the Government, how much from the County, and how much from parties respectively. (*Not printed.*)

(No. 81.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, a return shewing the amount for which the Port Hope and Rice Lake Gravel Road was sold by the Government of the late Province of Canada to the Town of Cobourg, the condition of sale, the amount paid on account, and the balance due; also a statement of the revenue derived by the Town of Cobourg from the said Road since the date of purchase. (*Not printed.*)

RETURN.

To an Address to His Excellency the Lieutenant-Governor praying that he will cause to be laid before this House copies,—

1. Of all contracts of sale.
2. Of all orders made by any Commissioner of Crown Lands.
3. Of all petitions and reports.
4. Of all assignments of contract.
5. Of all Orders in Council.
6. Of all letters from Rufus Stephenson, or any other persons, to the Commissioner of Crown Lands, respecting lots 14 and 16 in the ninth concession of the Township of Tilbury East.

By Command,

T. B. PARDEE,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 26th March, 1873.

SCHEDULE OF CORRESPONDENCE AND PAPERS RELATING TO SALE OF LOTS 14 AND 16 IN NINTH CONCESSION OF TILBURY EAST.

1865

Memorandum on the Petition of Rufus Stephenson respecting lots 14 and 16 in 9th concession of Tilbury East, with a Report of the Commissioner of Crown Lands thereon to His Excellency in Council.

Petition of Rufus Stephenson, with statement of the Assist.-Commissioner, of amount due for principal and interest on lots 14 and 16 in 9th Con. Tilbury East.

Jan. 30th.—Letters from Rufus Stephenson to Commissioner of Crown Lands.

1868

July 22.—Affidavit of Rufus Stephenson.

July 22.—Letter from Rufus Stephenson to Commissioner of Crown Lands.

" 24.—Letter from Commissioner of Crown Lands to Rufus Stephenson.

Letters from other parties to Commissioner of Crown Lands applying for said lots and answers thereto.

1871

Sept. 9.—Order of Sale of lots 14 and 16 in 9th Con. Township of Tilbury East, to Rufus Stephenson by Commissioner of Crown Lands.

MEMORANDUM on the Petition of Rufus Stephenson Esq., M. P., respecting lots 14 and 16 in the 9th Con. of the Township of Tilbury East, and oak timber cut on the same without authority.

The Commissioner of Crown Lands has the honour to report for the information of His Excellency the Lieutenant-Governor in Council, in connection with the appended petition as follows, viz :

By deeds of Assignment from Eli Stephenson, dated 15th April, 1862, Rufus Stephenson acquired possession of the above named lots.

On the 30th January, 1865, Mr. R. Stephenson addressed a letter to the Department in which he surrenders the lots and requests that the money paid on them, be applied on lot 5 in 15th Con., of same Township, asking that patent for the same should be issued to him; the money was so applied, with the exception of forty dollars which stands at credit of lot 16, and at the disposal of Mr. Stephenson: and the Patent for lot 5 in 15th issued.

On the 30th January, 1868, Mr. Stephenson called at the Department and proposed to Mr. Tarbutt (the Commissioner being absent at the time) to resume the lots (14 and 16) which he had surrendered by letter of 30th January 1865, and to pay in full for the same.

Mr. Stephenson alleges in his petition that Mr. Tarbutt consented to this arrangement, but no money was paid at the time, although the contrary is stated to be the case in Mr. Stephenson's petition.

The Commissioner of Crown Lands subsequently, on the 15th April, 1868, directed that the assumed understanding as to the resumption of the lots should not be carried out.

On the 18th April, 1868, information was received in the Department that trespass was being committed on the lots in question.

On the 6th May, Mr. Nash, Crown Timber Agent, was ordered to proceed to the locality for the purpose of investigating the matter.

On the 9th May, the fact of trespass being established, Mr. Nash seized a quantity of oak, among which the timber cut on lots 14 and 16 without authority, was mixed up.

Mr. M. Clancy who cut the timber, or had it cut for him, has since made sworn returns of the quantity cut on the lots viz: 133 pieces, which at 70 feet average per piece would give 23, 310 feet at double dues $50 per 1,000 feet—$1165.50

Mr. Stephenson prays that the patents may issue to him for the lots in question upon payment of arrears due upon said lands; on failing this, that the Department would release the timber cut without authority on the lots, upon payment of $400, the amount he was to receive for said timber, and the forfeiture of all money paid on the land by his assignor or himself on the original purchase of it.

With regard to the first proposition made by Mr. Stephenson, the Commissioner of Crown Lands would respectfully observe, that as the lands in question now stand on the books of the Department as surrendered to the Crown, they are precisely in the same position as any other unsold lands in the hands of the Government, and if disposed of, must be sold in the manner usual in cases of parties applying to be allowed to purchase vacant public lands.

With regard to the second proposition the Commissioner is of opinion that it is inadmissible.

The Commissioner therefore respectfully recommend to His Excellency in Council, that the prayer of the Petition be not entertained, and that the forty dollars standing on the book of the Department in connection with lot 16 be refunded to Mr. Stephenson.

DEPARTMENT OF CROWN LANDS,
TORONTO, 7th December, 1871.

NAME: ELI STEPHENSON, TOWNSHIP OF TILBURY EAST.

Service.	Sale No.	Lot.	Con.	Instalment.	Principal.	Interest.	Total.
Clgy.	19828.	14. 16.	9. 9.		510 00	557 40	$1067 40

Date of Sale 23rd Sept., 1853,

This statement is subject to correction in case of error or mistake.

The amount must be deposited in the Bank of Montreal, and the draft and duplicate of this certificate sent to the Commissioner of Crown Lands, Toronto.

If the amount be not paid within three days, additional interest on the principal from the date of this statement must be added.

(Signed) **THOMAS H. JOHNSON**
Assistant-Commissioner.

J. S. SCOTT,
Clerk.

To His Excellency Major General Stisted, C.B., Lieutenant-Governor of the Province of Ontario, Dominion of Canada.

The humble petition of Rufus Stephenson, of the Town of Chatham, in the County of Kent, Esquire, sheweth unto your Excellency that your petitioner is the assignee of Eli Stephenson who was the locatee among other lands of clergy lots fourteen and sixteen in the ninth concession of the Township of Tilbury East, in the County of Kent.

Your Petitioner on the thirtieth day of January, one thousand eight hundred and sixty-eight on applying to the Crown Land Department, and enquiring for the amount due by him on the above mentioned lots stated to Mr. Tarbutt (The Commissioner not being in at the time) that he intended shortly to pay and procure the patent to the said lands and then obtained a statement from the Assistant-Commissioner of the balance which he owed thereupon and then paid a part of the amount due on said lots numbers fourteen and sixteen to which no objection was made.

Shortly after obtaining said statement one Michael Clancy, through Peter E. McKerrall, applied to your petitioner to purchase the merchantable timber growing on said lands and offering the sum of four hundred dollars therefor.

Your Petitioner then informed said Clancy that he had not settled in full for said lands but that he intended doing so, while on his way to, or returning from Ottawa, and that the said Clancy should have the first option to purchase the said timber at the said price.

Your Petitioner heard nothing more of the said matter until he received a letter from Mr. Clancy enclosing one from Colonel Nash, the Government Timber Agent, making enquiries as to the timber cut upon said lands.

Upon receipt of this letter, your Petitioner wrote to Mr. Nash, saying that on your Petitioner's return from Ottawa he would stop at Toronto and settle up for the land, to which Colonel Nash replied by saying that he would wait till then: between the receipt of this letter from Colonel Nash, and your Petitioner's being able to leave Ottawa, the timber in question was seized by the Government.

Upon your Petitioner's returning home from Ottawa he called at the Crown Lands Department, and offered to pay Mr. Tarbutt in full for the land and take out the Patent according to former promise, but was then informed for the first time that he would not be allowed to do so.

Your Petitioner has since offered to the said Department the payment in full of the said lands, and the Commissioner declines to accept the same.

Your Petitioner has also offered to release his right to purchase said lands and to sacrifice the sum paid by him or his assignor on the said lands and to pay to the Government the full amount he was to receive from the said Clancy for the said timber, but your Petitioner has been unable to effect any arrangement with the said Department for the said lands: that the said Clancy believing that your Petitioner had paid for the said lands proceeded to cut the said timber without the knowledge of your Petitioner and has cut the same and expended a great deal of labour, time and money in manufacturing the same into square timber and has hauled the same to a convenient shipping port on Lake Erie, where the same with a large amount of other timber belonging to the said Clancy has been seized and detained by the Crown Land Timber Agent in consequence of the said misunderstanding.

That the said timber was cut in good faith by the said Clancy, to whom the loss to and detention of the said timber would be very injurious.

Your Petitioner fully intended paying, as Mr. Tarbutt and the Honourable the Commissioner knows, he offered to pay for the said lands as stated to the said Clancy, but was unable to do so at the time mentioned, and he had no intention to permit any violation of the laws or rules of the Crown Lands Department respecting timber on the said land, and the said timber was not cut knowingly, dishonestly, wilfully or designedly, in violation of any law or regulations affecting Crown Lands or with the slightest intention on the part of any one to defraud the Government.

Your Petitioner submits that your Excellency in Council will be pleased to consider the claims of your Petitioner in that spirit of moderation, justice and equity heretofore exercised by said Department towards purchasers of Crown Lands, and direct the issuing of said patents to your Petitioner upon payment by him of the arrears due upon said lands or may direct the release of said timber upon payment of the sum of four hundred dollars, the entire amount your Petitioner was to receive therefor—and the forfeiture of all money paid by his assignors or himself on the original purchase of the lots in question.

And as in duty bound your Petitioner will ever pray.

(Signed) RUFUS STEPHENSON.

QUEBEC, January 30th, 1865.

SIR,—By the accompanying papers, receipts, &c., you will see my claim to lots No. 14 Con. 9; 16, Con. 9, and 5, Con. 15. It is my wish to consolidate the payments made on these lots, complete the payments on lot No. 5, Con. 15, (200 acres in Township of Tilbury East), and of course surrender lots Nos. 14 and 16, Con. 9, in same Township, and obtain the Patent for said lot No. 5, Con. 15.

I have the honour to remain,
Sir,
Your obedient servant,
(Signed) RUFUS STEPHENSON.

To Honourable Commissioner Crown Lands,
Quebec.

CHATHAM, January, 30th 1869.

MY DEAR SIR,—In addition to my verbal application, I now, in accordance with your request, beg to make a formal application, in consideration of all the surrounding circumstances which are fully and plainly set forth in the petition and affidavit to the Governor and Council, to be allowed to take up lots 14 and 16, in the 9th concession of Tilbury East, in the County of Kent, purchased some years ago by my father, and assigned to me *at the original price*, and to have credited on the same the balance of my money now lying in the hands of the Department, which was over and above the amount required, to enable me to take out Patent on lot 5, in the 15th Con., Tilbury East. By complying with this application without delay, you will be doing me an act of justice, and relieving me from a false position which I have been placed in through the unauthorised actions of others.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) RUFUS STEPHENSON.

Honourable Stephen Richards,
Commissioner Crown Lands.

County of Kent, } I, Rufus Stephenson, of the Town of Chatham, in the County of Kent,
To Wit: } Esquire, make oath and say:

1. I am the assignee of the late Eli Stephenson, who was the original locatee and purchaser from the Crown of Lots Number fourteen and sixteen in the ninth concession of the Township of Tilbury East, in the County of Kent.

2. Since the time of my becoming the owner of said lots as aforesaid, I have been in occupation of the said lands, and have been regularly assessed for them, and I have also been heavily assessed for drainage of the said lands, and I have had men in charge of the said lands, and have incurred and paid a great deal of expenses from year to year in protecting the timber on the said lands.

3. That my said assignor paid three instalments on the said lands, but in the year one thousand eight hundred and sixty-three or thereabouts, when I was obtaining the Patent for another lot also, purchased by the said assignor from the Government, namely lot No. 5, in the 15th concession of said township, I was informed and most certainly have ever since believed that at any time these lots, fourteen and sixteen were put into the market by Government, I could have them by paying up what at that time might be due upon them, that was first purchases and interest accumulated, and therefore did not take other lands or any portion of these lots for balance of money paid over and above that which was paid in full for lot five in the fifteenth concession of said Township; but allowed such sum to stand in part payment of lots fourteen and sixteen in the ninth concession of said township, fully intending at the earliest possible opportunity to pay whatever balance might stand against them. This I was unable to do until last spring, when I offered to pay up in full, never for a moment supposing such offer would be objected to and I am convinced that this was well known to the Crown Lands Department, that I fully intended to pay for the said lands and to obtain the Patent therefor, as my subsequent action goes most strongly to verify.

4. Upon the thirtieth day of January last, I obtained from the Crown Land Department a statement of the amount I owed the Department for the purchase of said lands, and I then intended paying for the said lands, but was disappointed in procuring means wherewith to do so.

5. The said lands have never been actually resumed by the Government, or any notice given to me demanding the moneys due thereupon. (The before mentioned notice alone excepted) of which appended herewith are true copies.

6. During the early part of last winter, one Michael Clancy, a lumber-dealer (then an agent) called on me and told me that he wished to purchase the merchantable oak timber on the said lands and offered me three hundred dollars therefor. I told him I had not settled up in full with the Government for the lands and could not sell the timber until I had done so; but as his offer was a good one I would let him have the timber for the said price as soon as I could get the patent and then told him that I would stop in Toronto on my way to Ottawa, where I intended to go soon afterwards and would then pay in full for the lands or would do so on my return home from Ottawa after the Session.

7. Nothing further passed between us. I went to Ottawa but was prevented from paying for the lands as I went down. In the meantime the said Clancy without any further communication with me cut the said timber. On my return from Ottawa, I called at the Department of Crown Lands and offered to pay in full for the said lands (then having with me and producing the Department's statement of my indebtedness) which payment was refused.

8. The said Department has recognized me as the assignee of the said lands, for since I took the patent for one of the lots assigned me by my father, all the remaining clergy lands in Kent have been put up and re-sold, save and except these two lots of mine, lots numbers fourteen and sixteen in the ninth concession of said township.

9. The said timber was not cut by my permission by Mr. Clancy with the view to defraud the Crown Lands Department of the value of said timber, but was done as I verily and truly believe wholly in error and in the confidence that I had paid for the lands and that he the said Clancy had the right to do so.

10. The various allegations contained in my petition presented in respect of this are true to thebest of my knowledge and belief in substance, and in fact with the exception therein that the payment made by me on the said lands was made on the thirteenth day of January last, whereas in fact the same was made some years prior to that date.

(Signed) RUFUS STEPHENSON.

Sworn before me at the Town of Chatham
in the County of Kent, this 22nd day of July,
A.D., 1868.
JOHN TISSIMAN,
A Commissioner in B. R. & C.
Kent.

True copies of statements referred to in above affidavits :

NAME: ELI STEPHENSON, TILBURY EAST.

Service.	Sale No.	Part.	Lot.	Concession.	Instalment.	Principal.	Interest.	Total.
Clgy.	12,542	..	14	9	1 at 10	300	259	559 00

January 30th, 1868.

Please to deposit the amount in the Royal Canadian Bank and send the draft and duplicate or certificate with the statement to the Department.

☞ If not paid ten days after date add interest to expedite issuing of patent. This statement must be returned with the money.

(Signed) ANDREW RUSSELL,
Assistant-Commissioner.

NAME: ELI STEPHENSON, TOWNSHIP TILBURY EAST.

Service.	Sale No.	Part.	Lot.	Concession.	Instalment.	Principal.	Interest.	Total.
Clgy.	12,543	..	16	9	2 at 10	210	181 65	$391 65

June 30th, 1868.

Please to deposit the amount in the Royal Canadian Bank and send the draft and duplicate, certificate with this statement to the Department.

☞ If not paid ten days after date add interest to expedite issue of patent. This statement must be returned with the money.

(Signed) ANDREW RUSSELL,
Assistant-Commissioner.

CHATHAM, July 22nd, 1868.

SIR.—I have the honour herewith to send you in order that it may be laid before the Governor in Council along with my petition relating to land, Lots 14 and 16, Con. 9, Tilbury East, County Kent, an affidavit further setting forth my position in connection with said lands. I hope and trust that yourself and your honourable colleagues will see the justice of granting the prayer of my petition and allowing me to pay up in full and procure the patents for the before mentioned lots as I really cannot but think that with all the information you have now before you, my fair, reasonable and honest request will readily be granted.

I have the honour, to be,
Sir,
Your obedient servant,
(Signed) RUFUS STEPHENSON.

Hon Stephen Richards,
Commissioner, Crown Lands.

TORONTO, 24th July, 1868.

SIR,—Your letter of 22nd inst. enclosing your affidavit relative lots Nos. 14 and 16 in 9th con., Tilbury East, and timber cut thereon, has been received. The affidavit will be laid before the Executive Council when the case is reported on.

Your obedient servant,
(Signed) S. RICHARDS,
Commissioner.

R. Stephenson Esq.,
Chatham.

TILBURY EAST, October 23rd, 1868.

SIR,—Will you please let me know if lot No. 16, Con. 9, Township of Tilbury East is for sale, as I have got a house upon it and some improvements and I have got a large family. I wish to settle down on a place. I am now a volunteer I volunteered in Sixty-six when the country was in danger. I think if there is any Government land in Tilbury East, I would have as good a right to it as any one else, you will please let me know how much an acre and how the payments are to be made.

I remain,
Sir,
Your obedient Servant,
MARK GRIEVE.

NOVEMBER 27th, 1868.

SIR,—I have to state in reply to your letter of 23rd ult. that 16 in 9th Tilbury East, is not at present for sale, as a claim to the land is now before the Department.

If you take unauthorized possession of it your labour will be thrown away.

I have &c.,
A. RUSSELL,
Asst-Commissioner.

Mark Grieve,
Valetta.

TILBURY EAST, January 14th, 1869.

DEAR SIR,—You will please let me know if lot No. 14, 9th Con. is for sale or not, as I wish to settle on some land. I have no land and I have got a large family, and I wish to settle down. I am a Volunteer. I volunteered in '66 when our country was in danger, and I think if there is any Government land in Tilbury East that I would have as good a right to it as any one, you will please let me know how much an acre, and how the payments are to be made.

I remain Sir,
Your obedient servant,
(Signed) HUGH GRIEVE.

To the Government Land Agent, Toronto.

JANUARY, 19th.

I have the to state in reply to your letter of the 14th inst. that lot 14, 9th con. Tilbury East, is not for sale by the Department.

I have &c.,
A. RUSSELL.
Asst-Commissuner

Hugh Grieve,
Valetta.

TILBURY EAST, January 18th, 1869.

SIR,—Having learned that the N. ½ lot 14, 9th con. is for sale, also that it is held by the Government, I hereby make application for the purchase of said lot, hoping you will give us the preference as we have chopped the road in front and made some improvements with the expectation of buying.

I believe there are some applications ahead of us but we hope you will consider the case and do us justice; we are prepared to make cash payments.

(Signed) JAMES STRUTHERS,
(Signed) JOHN STRUTHERS,
Valetta P. O.

P. S.—Please answer at your earliest convenience.
To Government Land Agent Toronto.

JANUARY 22nd, 1869.

SIR,—I have to state in reply to your letter of the 18th inst, that the N. ½ 14, 9 Con. of Tilbury East, is not at present for sale by the Department.

I have &c.,
A. RUSSELL,
Asst-Commissioner.

John Struthers,
Valetta.

TILBURY EAST P.O., February 4th 1869.

SIR,—I have an application from a man who wishes to become an actual settler for Lot 14, 9 con., south ½ ; also 16 Lot south ½ same con., and No. 14 north ½, 9 con. if any or all of these lands are available for actual settlement. Please let me know by return mail.

I remain,
Sir,
Your very obedient servant,
MATTHEW MARTIN.

FEBRUARY, 6th 1859.

In reply to yours of the 4th inst., I have to state that Lot 14 and south ½ 16, in the 9th concession of Tilbury East, are not at present for sale.

Your obedient servant,
A. RUSSELL.
Assistant-Commissioner.

Mr. Matthew Martin,
Tilbury East.

TILBURY EAST, EDGEWOOD P. O,
KENT COUNTY, 3rd March, 1870.

DEAR SIR,—I have just now learned through Mr. Murrin (Mr. Street's agent) that Lot 16, 9 concession of this township has been returned by Mr. Stephenson to your charge.

I desire to become the purchaser and beg to be informed by you as to the least amount for which it can be had.

I solicit your earliest convenience to be favoured by a reply.

I have the honour to be,
Sir,
Your obedient servant,
JAMES WADDELS.

To the Commissioner of Crown Lands.

TILBURY EAST, March 21st, 1870.

DEAR SIR,—You would oblige me much if you would let me know if Lot 16 in 9th concession, Tilbury East, County Kent, is for sale at present. I wrote for it November 23rd 1868, at that time it was not for sale.

I am yet living on the lot and want to buy the North half. I have means to make a payment if it is for sale.

I remain,
Your obedient servant,
MARK GRIEVE.

To the Honourable Commissioner, Crown Lands.

In reply to your letter of the 21st inst., respecting north half of Lot 16 in 9th Concession, Tilbury East, I have to state, that this half lot is not at present at the disposal of the Department, and cannot therefore be sold.

Mark Grieve.
Valetta.

CHATHAM, 4th May, 1870.

Hon. S. RICHARDS.

DEAR SIR,—I want to purchase lot No. 14, 9th con. N. E. ½, Tilbury East. Is it for sale? and if it is for sale will you please let me know the price, and by so doing you will much oblige. I understand it was entered by a Mr. Stephenson, but he has relinquished his claim.

Yours with best respects,
JOHN SMITH.
M. P. P.

MAY 9th, 1870.

In reply to your letter of the 4th inst., respecting N.E. ½ 14, 9 Tilbury East, I have to state, there being prior applications to purchase this lot, the Department is not disposed to sell the land until an opportunity has been had to ascertain its present value.

John Smith, M. P. P.,
Chatham.

CHATHAM, ONTARIO, 10th July 1871.

SIR,—I have the honour once more to address you with reference to my client Thos. D. Williams for the purchase of a lot of land.

As lot 28 in the 5th Con., Rochester, for which I made application for him last week, has it seems been directed to be sold to a client of Mr. Alexander Cameron who had previously applied. I must now respectfully request that you will have the goodness to enter him, the said Williams, as the desiring purchaser of lot 16 in the 9th Con. of Tilbury East instead of the said Rochester lot, if the said lot 16 be not sold to R. Stephenson, Esq., or his nominee or the N. W., thereof to Mark Grieve the occupant within a short time.

I have the honour to be
Sir,
Your very obedient servant,
(Signed) J. B. WILLIAMS

SIR.—In reply to your letter of the 10th instant on behalf of T. D. Williams for the purchase of a lot 14, 9 Con., of Township Tilbury East, I have to state, that the Department is not in a position to sell the lot named as the claim of Mr. Rufus Stephenson has not been disposed of by the Commissioner and further, several other applications for the purchase of the lot have been made.

J. B. Williams, Esq.
19th July 1871.

Mr. Harris will oblige by looking up the amount of dues paid in 1868-69 for timber taken off lots 14, 16, Con., 9 Tilbury East and by whom paid.

333 pcs. oak, 23.310 cubic feet @ $50.00 per 1.000 $1,165.50 paid, July, 1868 by by Norris & Neelan, St. Catherines.

ORDER OF SALE.

September 9th, 1871.

Sell lot 14, 9 Con., Township of Tilbury East to Rufus Stephenson at 7/6 per acre and lot 16, Con., 9 in said township to Rufus Stephenson at 6/3 per acre, one-fifth cash and the balance in four equal annual instalments with interest, giving Mr. Stephenson credit on this sale for any money standing to his credit which he had paid on said lots and allowing him interest on the same from the time said money was paid into the Department up till this date—sale to be carried out as of the 23rd September, 1853.

(Signed) M. C. CAMERON,
Commissioner.

September 9th 1871.

RAILWAY ORDERS.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the 26th day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Cobourg, Peterboro' and Marmora Railway and Mining Company, for aid under the "Act in Aid of Railways," and they advise that, subject to the ratification of this Order in Council, by resolution of the Legislative Assembly, payment be authorized to be made out of the Railway Fund to the said company, on the fulfilment of the conditions of the said Act, of a sum equal to two thousand dollars per mile of that portion of the said railway between Ashburnham and Chemong Lake.

Certified.

J. G. Scott,
Clerk, Executive Council, Ontario.

Copy of an Order in Council, approved by His Excellency the Lieutenant-Governor, the 26th day of March, A.D. 1873.

The Committee of Council have had under consideration the application of the Credit Valley Railway Company for aid under the Acts in Aid of Railways, and they advise that, subject to the ratification of this Order in Council by the Legislative Assembly (in default of which ratification this Order in Council is inoperative), payment be authorized to be made out of the "Railway Subsidy Fund" to the company of the sum of $184.40 per mile of that portion of the line of the company's railway between Toronto and the intersection with the said railway of the Brock Road, in the Township of Puslinch, such sum to be payable by even half-yearly payments, of $92.20 each, on the 30th day of June and the 31st day of December, in each and every year, during the period of twenty years, computed from the 1st day of January, 1872, and to the full end thereof. And the Committee further advise that the said grant of aid be upon the following conditions—that is to say:—

First—On condition that the said company shall, on or before the 1st day of December next, furnish proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on that portion of their railway extending from Toronto to St. Thomas, *via* Galt and Woodstock.

Second—On condition that His Excellency in Council may, before the first day of January next, direct that payment be made to the said company out of the Railway Fund at the rate of $2,000 per mile of the said portion of railway between Toronto and St. Thomas, *via* Galt and Woodstock, instead of the said annual mileage rate of $184·40, at the option of the Lieutenant-Governor in Council and the Committee further advise that (subject as aforesaid) payment be authorized to be made out of the "Railway Subsidy Fund" to the company of the like sum of $184.40 per mile of that portion of the line of the company's railway between Streetsville and Alton, such sum to be payable in the like half-yearly sums of $92.20 each on the respective days aforesaid, during the said period of twenty years, under and subject to the like conditions as are hereinbefore expressed with reference to the said portion of the railway between Toronto and the Brock Road, including the said condition which gives the Lieutenant-Governor in Council the option of paying at the rate of $2,000 per mile, but excluding the condition as to proof of contract for the completion of the works between Toronto and St. Thomas, but subject to proof being furnished to the satisfaction of the Lieutenant Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) on the said portion of railway between Streetsville and Alton. And the Committee further advise that payment be authorized in respect of any portion of the company's railway between the said points respectively, not less than twenty miles in length, on the fulfilment of the conditions of the Act as to such portion, and with respect to the portion of railway firstly hereinbefore mentioned, on proof to the satisfaction of the Lieutenant-Governor in Council of the existence of a *bona fide* and sufficient contract for the completion of the works (exclusive of track laying) between Toronto and St. Thomas, and with respect to the portion secondly mentioned of the like proof of a contract for the completion of the works between Streetsville and Alton.

Certified.

J. G. Scott,
Clerk, Executive Council, Ontario.

(No. 84.)

RETURN to an Address to His Excellency the Lieutenant-Governor, praying that His Excellency will cause to be laid before the House, copies of all Orders in Council since January 1st, 1871, relating to the Free Grant Territory; also, the number of lots located, and the number of settlers who have settled in the several Townships of said Territory. (*Not printed.*)

BINDING SECT. AUG 2 3 1967